

Panaji, 12th October, 2017 (Asvina 20, 1939)

SERIES II No. 28

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

*Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 27 dated 05-10-2017 namely, Extraordinary dated 09-10-2017 from pages 1625 to 1626 regarding Order & Notification from Department of Elections.*

### GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

#### Order

No. 50/3/(108)/ELEC/BOD/AECHS/RCS/SZ/15/part(I)/2562

Read: Letter No. 18-150-97/ARSZ/HSG/2459 dated 27-12-2016 received from Asstt. Registrar of Co-op. Societies, South Zone, Margao-Goa, in respect of the Alleluia Enclave Co-op. Housing Society, Ltd., Vasco-da-Gama.

The Government of Goa is pleased to exempt the Alleluia Enclave Co-op. Housing Society Ltd., Vasco-da-Gama from the provision of the Goa Co-op. Societies Act, 2001 for the term i.e. 2015 to 2020 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 28th September, 2017.

#### Order

No. 50/3/(18)/ELEC/BOD/PCHS.RCS/OZ/16(Part I)/2589

Read: Letter No. 17/29/ELEC/ARQZ/PCHS/2016/404 dated 08-07-2017, received from Asstt. Registrar of Co-op. Societies, Quepem Zone Quepem-Goa.

The Government of Goa is pleased to exempt the Priti Co-op. Housing Society Ltd., Priti Apartment, Nr. Sheldekar Hospital, Curchorem-Goa

from the provision of the Goa Co-op. Societies Act, 2001 for the term i.e. 2016 to 2021 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 28th September, 2017.

#### Order

No. 50/3/(10)/ELEC/BOD/CRCHS/RCS/SZ/16/part (I)/2588

Read: Letter No. 18-261-2001/ARSZ/HSG/5717 dated 19-01-2017 received from Asstt. Registrar of Co-op. Societies, South Zone Margao-Goa, in respect of the Coelho Residency Co-op. Housing Society Ltd., Maimollem/Mangoor Valley, Vasco-da-Gama.

The Government of Goa is pleased to exempt the Coelho Residency Co-op. Housing Society Ltd., Maimollem/Mangoor Valley, Vasco-da-Gama from the provision of the Goa Co-op. Societies Act, 2001 for the term i.e. 2014 to 2019 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 28th September, 2017.

#### Order

No. 50/3/(18)/ELEC/BOD/RPBCHS/RCS/PZ/15(Part II)/2591

Read: Letter No. 158-Elec/RPBCH/BOD/ARPZ dated 28-12-2016 received from Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa to fill one vacant post of Director of the Ratnadeep Residency "B" Co-op. Housing Society Ltd., Haveli, Curti, Ponda-Goa.

The Government of Goa is pleased to exempt the Ratnadeep Residency "B" Co-op. Housing Society Ltd., Haveli, Curti, Ponda-Goa from the provision of the Goa Co-op. Societies Act, 2001 for the term i.e. 2015 to 2020 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 28th September, 2017.

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**Order**

No. 50/3/(91)/ELEC/KCHS/BOD/RCS/PZ/  
/15(Part I)/2601

Read: Letter No. 171-Elec/KCHS/BOD/ARPZ/1453 dated 25-11-2016 received from Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa to fill three vacant posts of Director of the Kapila Co-op. Housing Society Ltd., Khadpaband, Ponda-Goa.

The Government of Goa is pleased to exempt the Kapila Co-op. Housing Society Ltd., Khadpaband, Ponda-Goa from the provision of the Goa Co-op. Societies Act, 2001 for the term i.e. 2015 to 2020 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 3rd October, 2017.

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**Order**

No. 50/3/(9)/ELEC/BOD/PHCS/RCS/SZ/  
/16/part (I)/2590

Read: Letter No. 17-146-92/ARSZ/HSG/5784 dated 25-01-2017 received from Asstt. Registrar of Co-op. Societies, South-Zone, Margao-Goa, in respect of the Police Co-op. Housing Society Ltd., Castle waddo, Nagoa, Salcete-Goa.

The Government of Goa is pleased to exempt the Police Co-op. Housing Society Ltd., Castle waddo, Nagoa, Salcete-Goa, from the provision of the Goa Co-op. Societies Act, 2001 for the term i.e.

2016 to 2021 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 28th September, 2017.

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**Order**

No. 22-1-17-MR/MKT/RCS/343

Read: Government Order No. 22-1-2017-MR/MKT/RCS/06 dated 03-04-2017.

In exercise of the powers conferred by Section 16 (1) (b) of the Goa Agricultural Produce Marketing (Development and Regulation) Act, 2007, the Government of Goa hereby further extends the term of Committee of Administrators of the Goa State Agricultural Marketing Board, Margao, Arlem, Raia, Salcete-Goa upto 03-04-2018 or till the new Board is constituted, whichever is earlier.

The extension to the Committee of Administrators is allowed since the election is to be conducted in accordance with the recent amendment to the Goa Agricultural Produce Marketing (Development & Regulation) Act, 2007.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 3rd October, 2017.

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**Order**

No. 50/3/(02)/ELEC/DKCH/BOD/RCS/PZ/  
/16(Part I)/2627

Read: Letter No. 5/156/11-12/ARPZ/HSG/ADM/699 dated 01-08-2017 received from Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa to fill two vacant posts of Director of the Dhanashree Krupa Co-op. Housing Society Ltd., Ganganagar, Curti, Ponda-Goa.

The Government of Goa is pleased to exempt the Dhanashree Krupa Co-op. Housing Society Ltd., Ganganagar, Curti, Ponda-Goa from the provision of the Goa Co-op. Societies Act, 2001 for the term i.e. 2016 to 2021 by invoking the powers under Section 126A of the Goa Co-op. Societies Act, 2001.

By order and in the name of the Governor of Goa.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 3rd October, 2017.

**Corrigendum**

No. 50/3(58)/Elec/BOD/SVCH/RCS/SZ/  
/15/Part-I/2668

Read: Order No. 50/3(58)/Elec/BOD/SVCH/RCS/  
SZ/15/Part-I/2502 dated 21-09-2017.

In the above referred Order the term shall be read as 2015 to 2020. Rest of the contents of the said Order shall remain unchanged.

*Gurudas P. Pilarnekar*, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 5th October, 2017.

**Department of Education, Art & Culture**

Directorate of Art and Culture

**Order**

No. DAC/9/AutoBodies/Committee/2017-18/4298

In exercise of the power conferred by Clause 5 of the constitution of Kala Academy, Panaji-Goa, the Government is pleased to appoint Shri Govind Gaude, Hon'ble Minister for Art & Culture as Chairman of Kala Academy, Panaji-Goa with immediate effect.

By order and in the name of the Governor of Goa.

*Sd/-* Director & ex officio Joint Secretry (Art and Culture).

Panaji, 29th September, 2017.

**Order**

No. DAC/9/AutoBodies/Committee/2017-18/4299

In exercise of the power conferred by Clause 9 (ii), 9(ii) (a), 9(iii) & 9(iv) of the constitution of Kala Academy, Panaji-Goa, the Government is pleased to nominate following Members on General Council for Kala Academy, Panaji-Goa with immediate effect.

1. Finance Secretary or his nominee not below the rank of Under Secretary from the Finance Department, Government of Goa.
2. Director of Art & Culture, Panaji-Goa.
3. A representative of State Education Department, Porvorim-Goa.
4. Shri Ravindra Amonkar, Panaji-Goa.
5. Shri Soma alias Satish Chandro Gawas, Old-Goa.
6. Shri Ajay Naik, Adpai, Durbhat, Ponda-Goa.

7. Shri Rajeev Shinde, Altinho, Panaji-Goa.

8. Shri John D'Sa, Cuelim, Cansaulim-Goa.

By order and in the name of the Governor of Goa.

*Sd/-* Director & ex officio Joint Secretry (Art and Culture).

Panaji, 29th September, 2017.

**Department of Finance**

Revenue & Control Division

**Notification**

No. 2/3/85-Fin(R&C)/3505

In exercise of the powers conferred by Section 6 of the Goa, Daman and Diu Toddy Tappers' Welfare Fund Act, 1984 (Act No. 17 of 1985), read with Clause 3 of the Goa, Daman and Diu Toddy Tappers' Welfare Fund Scheme, 1985, the Government of Goa hereby reconstitutes the Goa Toddy Tappers' Welfare Fund Board, consisting of the following members, namely:-

- |   |      |                 |
|---|------|-----------------|
| 1. Shri Simon D'Souza, Ex-Dy. Speaker of Goa Assembly | .... | Chairman.       |
| 2. Shri Churchill Alemiao, MLA, Benaullim             | .... | MLA, Benaullim. |

**Non-Official Members**

- |   |      |         |
|---|------|---------|
| 1. Shri Antonio Francisco Remy Borges, President, All Goa Toddy Tappers Association | .... | Member. |
| 2. Shri Juao F. Lamos, r/o Junaswada, Mandrem                                       | .... | Member. |
| 3. Shri Caridade Babush Fernandes, Socoilowado, Arambol, Goa                        | .... | Member. |
| 4. Shri Michael Cardozo, r/o Mobor, Cavelossim, Salcete-Goa                         | .... | Member. |

**Official Members**

- |  |      |         |
|--|------|---------|
| 1. Under Secretary (Revenue)   | .... | Member. |
| 2. Director of Social Welfare  | .... | Member. |
| 3. Dr. S. M. Bandekar, Professor and HOD of Orthopedics at Goa Medical College, Bambolim | .... | Member. |
| 4. Director of Agriculture   | .... | Member. |
| 5. Director of Institute of Public Assistance  | .... | Member. |

6. Commissioner of Excise .... Member Secretary.

The official members attending the Board meetings shall be treated as on duty and entitled to TA/DA whenever admissible under the relevant rules.

The non-official members shall be entitled for sitting fees at the rate prescribed by the Government for members of such statutory Board/Committee, from time to time.

The expenditure on sitting fees of non-official members shall be debited to "2039-State Excise" head of account.

By order and in the name of the Governor of Goa.

*Michael M. D'Souza*, Additional Secretary (Finance).

Porvorim, 6th October, 2017.



## Department of Home

Office of the Director General of Police

### Order

No. CA-I/108(P)/Vol.V/8341/2017

Dist. Order No. 600

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/37(1)/2011/874 dated 22-09-2017 and accepted/approved by the Government of Goa and conveyed vide letters No. 22/1/2013-PER/PART/1192 dated 27-09-2017 of Personnel Department and No. 1/16/2017-HD (G)/2838 dated 27-09-2017 of Home Department, the Police Establishment Board is pleased to promote, on regular basis, under Rule 5 (b) of the Goa Police Service Rules, 1997, as amended from time to time, the following Police Inspectors to the post of Junior Scale Officers of Goa Police Service (Group "A" Gazetted) in the pay scale of PB-3 ₹ 15,600-39,100 + G.P ₹ 5,400/- (Pay Matrix Level-10 (₹ 56,100-1,77,500) of 7th Pay Commission), with immediate effect:-

Sl. No.	Name	Place of posting
1	2	3
1.	Smt. Maria Monseratte	FRRO, Panaji.
2.	Shri Anthony Monseratte	GRP 'E' Coy, Altinho.
3.	Shri Uttam Y. R. Dessai	Pernem PS.

1	2	3
4.	Shri Gurudas N. Gawade (ST)	Maina Curtorim PS.
5.	Shri Edwin M. S. Colaco (ST)	Security, Panaji.
6.	Shri Nelson Albuquerque	SDPO, Panaji.
7.	Smt. Sucheta B. Dessai	ACB/Vigilance, Altinho.
8.	Smt. Ezilda D'Souza	EOC, Panaji.
9.	Smt. Sunita Sawant	SDPO, Ponda.
10.	Shri Rajendra V. R. Dessai	Special Branch, Panaji.

2. They shall be on probation for a period of two years.

3. They shall exercise option for fixation of pay on promotion, if so desired, within a period of one month from the date of issue of this Order.

*Dr. Muktesh Chander*, IPS, Director General of Police.

Panaji, 29th September, 2017.

### Order

No. CA-I/108(P)/Vol.V/8342/2017

Dist. Order No. 601

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/37(1)/2011/874 dated 22-09-2017 and accepted/approved by the Government of Goa and conveyed vide letters No. 22/1/2013-PER/PART/1192 dated 27-09-2017 of Personnel Department and No. 1/16/2017-HD(G)/2838 dated 27-09-2017 of Home Department, the below mentioned Officers shall hold the post of Junior Scale Officers of Goa Police Service (Group "A" Gazetted) in the pay scale of PB-3 ₹ 15,600-39,100 + G.P ₹ 5,400/- (Pay Matrix Level-10) (₹ 56,100-1,77,500 of 7th Pay Commission) on officiating basis against the 2 ST vacancies till eligible ST Officers are found eligible by the Department or till they are promoted on regular basis whichever is earlier, with immediate effect:-

Sl. No.	Name	Place of posting
1.	Shri Dharmesh G. P. Angle	Dy. SP. Traffic (North).
2.	Shri Kiran J. Poduval	Deputation to Goa Human Right Commission, Panaji.

2. The above Officiating Officers shall not bestow the any claim for regular appointment and the service rendered on officiating basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

3. This is issued with the approval of Police Establishment Board.

Dr. *Muktesh Chander*, IPS, Director General of Police.

Panaji, 29th September, 2017.

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### Department of Industries

#### Order

No. 3/26/2014-IND(Part)/256

Read: Notification No. 3/26/2014-IND/109 dated 12-05-2017 published in Official Gazette, Series II No. 7 dated 18-05-2017.

In pursuance to the Notification read in the preamble, the Government of Goa hereby constitutes a Committee for selection of the Chief Executive Officer of the Goa Investment Promotion and Facilitation Board consisting of the following, namely:-

- |   |   |              |
|---|---|--------------|
| 1) Secretary (Industries)                               | — | Chairperson. |
| 2) Shri Siddharth Kuncalienkar                          | — | Member.      |
| Chairman, Economic Development Corporation Limited      |   |              |
| 3) Shri Shekhar Sardesai,                               | — | Member.      |
| Industrialist   |   |              |
| 4) Shri Atrey P. Sawant,                                | — | Member.      |
| Chairman, Confederation of Indian Industry, Goa Council |   |              |

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Industries).  
Porvorim, 28th September, 2017.

#### Notification

No. 11/9/2012-IND/252

In exercise of the powers conferred by Section 4 of the Goa Industrial Development Act, 1965 (Act 22 of 1965 ) and in supersession of the Government Notification No. 11/9/2012-IND/94 dated 23-10-2015, published in the Official Gazette, Series II No. 31 dated 29-10-2015 and all other Notifications issued in this regard, the Government of Goa hereby re-constitutes the Goa Industrial Development Corporation, as follows, namely:-

- |                                 |   |                |
|---------------------------------|---|----------------|
| 1) Shri Glenn Souza Ticlo,      | — | Chairman.      |
| Aldona                          |   |                |
| 2) Secretary (Industries)       | — | Director.      |
| 3) Secretary (Finance)          | — | Director.      |
| 4) Chief Electrical Engineer    | — | Director.      |
| 5) Director (Industries, Trade  | — | Director.      |
| & Commerce)                     |   |                |
| 6) President, Goa Chamber of    | — | Director.      |
| Commerce & Industry             |   |                |
| 7) President, Goa Small Indus-  | — | Director.      |
| tries Association               |   |                |
| 8) Managing Director, Goa       | — | Chief          |
| Industrial Development          |   | Executive      |
| Corporation                     |   | and ex officio |
|                                 |   | Secretary.     |
| 9) Shri Milind Gadgil,          | — | Director.      |
| R/o Brahmakarmali, Satari       |   |                |
| 10) Shri Jaivant Shivaji Desai, | — | Director.      |
| R/o St. Inez, Panaji            |   |                |
| 11) Shri Santosh Gaonkar,       | — | Director.      |
| R/o Mavlinguem, Kalay,          |   |                |
| Sanguem                         |   |                |
| 12) Shri Shekhar Sardessai,     | — | Director.      |
| R/o Caranzalem, Panaji          |   |                |

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Industries).  
Porvorim, 28th September, 2017.

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### Department of Information Technology

#### Order

No. 1(90)/DOIT/ITG-DIR/2001/806

Shri Dr. Vijay Menino Jesus Borges, Assistant Professor in Information Technology, Goa College of Engineering, Farmagudi, Director of Technical Education is transferred on deputation as Officer on Special Duty/Joint M. D. in the Info Tech Corporation of Goa for a period of one year with immediate effect.

Shri Dr. Vijay Menino Jesus Borges shall draw his salary and allowances from the post of Managing Director, Info Tech Corporation of Goa as admissible under rules.

The appointment of Shri Dr. Vijay Menino Jesus Borges shall be initially for a period of one year



and shall be governed by standard terms of deputation as contained in the office memorandum No. 13/4/74-PER dated 20-11-2013 of the Department of Personnel, Secretariat, Porvorim-Goa and amended from time to time.

This is issued with the approval of Hon'ble Chief Minister vide U.O. No. 7046/F dated 13-09-2017.

By order and in the name of the Governor of Goa.

Ravi Jha, IAS, Director and Joint Secretary (IT).  
Porvorim, 28th September, 2017.

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**Department of Labour**

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**Notification**

No. 28/9/2017-LAB/Part-III/642

The following award passed by the Labour Court-II, at Panaji-Goa on 28-07-2017 in reference No. C-IT/10/15 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).  
Porvorim, 12th September, 2017.

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**IN THE LABOUR COURT-II**

**GOVERNMENT OF GOA  
AT PANAJI**

**(Before Shri Suresh N. Narulkar, Hon'ble  
Presiding Officer)**

Case No. Ref. C-IT/10/15

Shri Jesus A. Luis,  
R/o. H. No.157,  
Chinchal, Margao-Goa. ... Workman/Complainant  
V/s

M/s. Kadamba Transport  
Corporation Ltd.,  
Panaji-Goa ... Employer/Party II

Workman/Party-I represented by Adv. Shri A. Kundaikar.

Employer/Party-II represented by Adv. Shri P. Agarwal.

Panaji, Dated: 28-07-2017.

**AWARD**

1. This shall determine a complaint filed by the Workman u/s 33-A of the I.D. Act, 1947.

2. It is the case of the Workman/Complainant (for short, 'Workman') as per his pleadings that he is working as 'Driver' with the Employer/Party II (for short, 'the Employer') at its Margao depot. He stated that on account of disparity in pay fixation, he raised a dispute. He stated that the said dispute was referred to the Hon'ble Tribunal and is pending for its adjudication and bears registration No. IT/03/14. He stated that the Employer was pleased to issue an order dated 10-06-2013, by which his pay band and grade pay was revised and fixed in the pay scale of Rs. 5200-20200 plus Rs.1900/-. He stated that on implementation of the order, he was entitled for arrears w.e.f. 01-06-2006. He stated that in accordance with the said order, he filed an application u/s 33-C (2) of the I.D. Act and the said application is pending before this Labour Court II and it bears No. LC-II/06/14. He stated that the Employer is represented by its Personal Officer and is aware of the aforesaid proceedings. He stated that pending the aforesaid reference for its adjudication before the Industrial Tribunal, the Employer, vide its order dated 26-02-2015, transferred him from its Margao depot to Porvorim depot with immediate effect. He stated that he was however, not relieved on the date of his transfer and therefore continued to work at Margao depot due to ambiguity in the transfer order. He stated that he was relieved on 28-03-2015 after discharging his duties at Margao depot. He submitted that the act of the Personal Officer is retaliation.

3. He stated that he is residing at Margao within the limits of Margao depot. He stated that he has two children studying in the school at Margao. He stated that on account of his abrupt transfer, his children are facing hardship to go to school. He submitted that the purported transfer order dated 26-02-2015 issued to him is malafide, as and by way of victimization and amounts to an unfair labour practice. He submitted that the impugned transfer order passed by the Employer is illegal and without any authority. He submitted that the Personal Officer of the Employer has no right of whatsoever nature to pass the impugned order altering the service conditions. He submitted that the impugned transfer order is in violation of the provisions of the Certified Standing Orders of the Employer. He submitted that in accordance with the Standing Orders of the Employer, he can be transferred by the Personnel Manager, however, he

has been transferred by the Personal Officer in the flagrant abuse of process of law as well as during the pendency of the proceedings before the Industrial Tribunal and Labour Court II. He therefore submitted that the Employer is therefore liable for action for violation of provision of Section 33-A of I.D. Act, 1947. The Workman therefore prayed for an award holding that transfer order dated 26-02-2015, passed by the Personal Officer is illegal and an act of victimization and that direct the Employer to revoke/cancel the transfer order dated 26-02-2015. The Workman also prayed that necessary proceedings be initiated against the Personal Officer for alteration of service conditions in violation of Certified Standing Orders.

4. The Employer filed its written statement on 22-02-2016 at Exb.7. The Employer, as and by way of preliminary objection, submitted that the present complaint filed by the Workman is liable to be dismissed as there is no alterations of service conditions as alleged by the complaint, that what is referred for adjudication is not a complaint as defined u/s 33-A of the I.D. Act and that since the present complaint has been filed during the pendency of the Industrial dispute bearing No. LC-II/IT/06/14 before this Hon'ble Labour Court II and as such this Hon'ble Court has no jurisdiction to adjudicate the complaint in terms of provisions of Section 33-A (b) of the I.D. Act, 1947.

5. The Employer submitted that it is a Government Company registered u/s 617 of the Companies Act, 1956. The Employer stated that it is State Transport Undertaking under the purview of the Motor Transport Act, 1988. The Employer admitted that the complainant is working with them as Driver. The Employer stated that due to administrative convenience, it was proposed that some of its employees which includes drives and conductors were required to be transferred. The Employer stated that the said proposal was approved by its Managing Director by issuing order to transfer only drivers and conductors. The Employer stated that in pursuance to the said approval and the order of its Managing Director, the drivers and conductors mentioned in the said note were accordingly issued transfer orders including the complainant. The Employer stated that by order dated 26-02-2015 the Complainant was transferred from Margao depot to its Porvorim depot in terms of provisions of its Certified Standing Orders applicable to the Complainant. The Employer therefore submitted that the Complainant is not entitled to any relief and the complaint is liable to be dismissed. The Employer denied the overall case of the Complainant as pleaded by him and prayed for dismissal of the present complaint.

6. Thereafter, the Complainant filed his re-joinder on 12-07-2016 at Exb. 8. The Complainant, by way of his Re-joinder, reiterates and confirms all the submissions and averments made by him in his Complaint to be true and correct and denies all the statements and averments made by the Employer in its Written Statement, which are contrary and inconsistent with the statements and averments made by him. The Complainant stated that the pleadings of the Employer are scandalous and mischievous. He submitted that the Managing Director of the Employer has signed and verified the written statements mechanically without perusing the records thereby making contradictory pleas on solemn affirmation.

7. Based on the pleadings filed by the respective parties hereinabove, the Hon'ble Industrial Tribunal-cum-Labour Court framed the following issues on 08-08-2016 at Exb. 10.

1. Whether the Party I proves that his purported transfer order dated 26-02-2015 is illegal, malafide and an act of victimization and unfair labour practice as he had filed proceedings before Labour Court II?
2. Whether the Party I proves that the impugned order altering the service conditions is in violation of Certified Standing Orders as applicable to the Party II?
3. Whether the Party I proves that the action of Party II is in violation of the provisions of Section 33 of the Industrial Disputes Act, 1947?
4. Whether Party II proves that the Industrial Tribunal has no jurisdiction to adjudicate the complaint as industrial dispute bearing No. LC-II/IT/03/14 is pending before Labour Court II?

8. Thereafter, the present complaint was transferred to this Labour Court II by order of the Presiding Officer, Industrial Tribunal-cum-Labour Court dated 09-11-2016. The matter was adjourned and fixed for filing affidavit in evidence of the complainant. On 28-07-2017, Ld. Adv. Shri A. Kundaikar, appearing for the Complainant as well as Ld. Adv. Shri P. Agarwal appearing for the Employer remained present. Ld. Adv. Shri A. Kundaikar submitted that the Complainant does not wish to continue with the present complaint as he has been re-transferred from Porvorim depot to Margao depot. Ld. Adv. Shri A. Kundaikar appearing for the Complainant therefore prayed for permission to withdraw the present complaint filed by the Complainant. No objection has been given by Ld. Adv. Shri P. Agarwal, appearing for the Employer.

9. Since it is the Complainant, who has filed the present complaint, desires to withdraw his present complaint, I have no other alternative rather than to allow the request made by the Complainant.

The Complainant is hereby allowed to withdraw the present complaint filed by him. Consequently, the present complaint of the Complainant stands dismissed as withdrawn.

No Order as to costs.

Pronounced in the open court.

Sd/-  
(Suresh N. Narulkar),  
Presiding Officer,  
Labour Court-II.

#### Notification

No. 28/9/2017-LAB/Part-III/644

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 03-08-2017 in Appln. No. 9/2012 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 12th September, 2017.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding Officer)

Appl. No. 9/2012

Mrs. Pornima Uday Sawant,  
H. No. 19, Near Bambolkar Building,  
Mala-Portais,  
Panaji, Goa-403 001. ... Applicant/Party I  
V/s

M/s. J. M. Baxi & Co.,  
Colaco Building,  
Swatantra Path,  
Vasco-da-Gama, Goa  
(403 802). ... Opponent/Party II

Applicant/Party I represented by Ld. Adv. Shri A. Kundaikar.

Opponent/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

#### AWARD

(Delivered on this the 3rd day of the month of August of the year 2017)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. In short, the case of the Party I is that she filed an application for conciliation of the dispute dated 12-07-2012 before the Conciliation Officer in respect of illegal retrenchment of her services. The Employer filed a reply on 27-7-2012 contending that the appropriate Government is the Central Government and not the State Government. The Conciliation Officer failed to adjudicate the dispute inspite of the expiry of forty five days' from the date of the application and hence, filed the application under Section 2-A(2) of the Industrial Dispute Act.

3. The Party II is engaged in business at Colaco Building, Swatantra Peth, Vasco and is registered under Shops and Establishment Act, 1973 with the State Government. The Party II had engaged the services of Party I who was employed as Junior Clerk-cum-typist on permanent basis w.e.f. 1-6-1995. The Party II on 25-6-2012 issued a notice dated 15-6-2012 informing Party I that Party II shall not be able to retain her services from close of working hours on 30-6-2012. It was mentioned in the said letter that one month's salary in lieu of notice will be credited in her account along with salary of June, 2012 and in pursuance of the said letter, the services of the workman were retrenched from 30-6-2012. The service record of the workman is honest and unblemished and there are no adverse entries in her record.

4. The retrenchment of Party I is in violation of Section 25-F of Industrial Dispute Act. The Party I was issued with a notice dated 15-6-2012 indicating the reasons that there is global recession and her services were retrenched from 30-6-2012 which is in flagrant violation of provision of Section 25-F in as much as a notice was issued on 25-6-2012, however, the Party I was retrenched on 30-6-2012 much prior to the expiry of 30 days as provided under the Act. The Party II has also failed to pay at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed years of continuous service or any part thereof in excess of six months. The provisions of Section 25-F (a), (b) & (c) are mandatory and therefore the termination of the services of Party I is null and void and illegal.



5. The retrenchment of Party I workman is also in violation of Section 25-G of the Industrial Disputes Act in as much as the employer has not retrenched the person who was the last to be employed. The Party I had retained the services of the workman who has been employed after the Party I. The Party I has employed Mr. Amrish Waghmare, Mr. Umesh Shinde, Mrs. Vijayalaxmi, Mr. Snehedu Shekhar recently before the retrenchment of Party I. The Party I at the present age is not in a position to get the alternative employment on account of the age bar. The Party I on account of employment and sufficient income has availed loan and due to abrupt retrenchment of her services, will not be in a position to maintain the standard of living. The Party II is doing good business and is financially strong. The Party I is unemployed from the date of retrenchment till date. The Party I had approached several offices for employment but was not successful in getting the employment. The action of the employer in retrenching her services is illegal. The termination of the services of Party I workman is void and unjustified. The workman is entitled for reinstatement in services with full back wages and continuity in services. Hence, the application.

6. The Opponent/Party II filed a Written statement inter alia contending that the application is premature as matter is pending before the Conciliation Officer. The services of Party I were terminated due to global recession in the Shipping industry for last two years as the business of the company have been very bad. The company has paid one month's salary in lieu of notice with the termination letter including retrenchment compensation, though the Party I was not a workman as defined under Section 2(s) of the Act. The Party I however had refused to accept the legal dues offered to her. The Party I was employed in or in connection with the major port work as the company is in the business of ship agency, stevedoring etc. at the major port of Goa and therefore, the Party I ought to have raised the dispute before the Central Government and not the State Government. The services of Party I were terminated as there was no work available in Goa due to global recession. The Party II was ready and willing to give employment to Party I at their office at Mumbai on the same terms and conditions as the services of Party I are transferable, which offer Party I refused. No case has been made out by Party I and hence, not entitled for any relief.

7. The Party I filed a Rejoinder at Exhibit 5 denying the case put forth by Party II in the written statement. It is stated that the company had advance booking till 2013 for shipping assignment and is doing flourishing business in shipping

assignment. The Party II has not paid legal dues along with termination letter including retrenchment compensation. The Party II has registered their establishment before the State Government and therefore the State Government has jurisdiction to adjudicate the dispute. The Party I would have readily accepted the offer of joining at Mumbai office, if the same was offered before Party I was illegally terminated, in order to sustain the livelihood. The company had not given any offer before the Assistant Labour Commissioner. The retrenchment of the services of Party I workman is in violation of Section 25-F (a), (b), (c) and Section 25-G of the Act. The Party I is entitled for reinstatement of services with full back wages and continuity in service.

8. Issues framed at Exhibit 7 are as follows:

- 1) Whether the Party I proves that despite expiry of 45 days from the date of the application for conciliation of dispute, the conciliation officer failed to adjudicate the dispute referred to therein?
- 2) Whether the Party I proves that her retrenchment is in violation of Section 25-F (a), (b), (c) and Section 25-G of the I.D. Act, 1947?
- 3) Whether the Party I proves that she is unemployed from the date of retrenchment, till date?
- 4) Whether the Party II proves that the appropriate Government for any dispute in connection with their workers/labourers is the Central Government and Party I having raised the dispute before State Government, this Tribunal has no jurisdiction to try and entertain the same?
- 5) Whether the Party II proves that they were ready and willing to give employment to Party I at Mumbai at their office at 16, Bank Street, Fort, Mumbai, 400 001 on the same terms and conditions?
- 6) What relief? What Award?

9. In the course of evidence, the Party I, Mrs. Pornima U. Sawant examined herself as witness and produced on record her affidavit-in-evidence at Exb. 11, a copy of appointment letter dated 22-5-1995 at Exb. 12, a copy of notice/termination letter dated 15-6-2012 at Exb. 13, a copy of application dated 11-7-2012 filed before the Labour Commissioner at Exb. 14, a copy of reply dated 27-7-2012 by Party II to ALC at Exb. 15, a copy of

promotion letter dated 14-10-2008 at Exb. 16. On the other hand, the Party II examined Capt. Shri Rajesh Saigal as their witness and produced on record his affidavit-in-evidence at Exb. 18 and a copy of Registration Certificate of establishment at Exb. 19.

10. Heard arguments. Notes of written arguments came to be placed on record by the parties.

11. I have gone through the records of the case and have duly considered the submissions made by the learned advocates for Parties. My findings on the above issues are as follows:

- Issue No. 1 ... In the Affirmative.
- Issue No. 2 ... In the Affirmative.
- Issue No. 3 ... In the Affirmative.
- Issue No. 4 ... In the Negative.
- Issue No. 5 ... In the Negative.
- Issue No. 6 ... As per Final Order.

#### REASONS

##### *Issue No. 1:*

12. Ld. Adv. Shri A. Kundaikar for Party I had submitted that under Section 2-A(2) of the Act—notwithstanding anything contained in Section 10, any such workman as is specified in sub-section (1) may make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of the forty-five days' from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application, the Labour Court or Industrial Tribunal shall have powers and jurisdiction to adjudicate upon dispute. The Party I had filed an application dated 12-7-2012 before the Conciliation Officer and even after expiry of forty five days', the conciliation proceedings could not be settled. The Party II had admitted that the workman had filed the application before the Labour Commissioner and that the period of forty-five days' had expired and therefore issue No. 1 has to be answered in affirmative.

13. Per contra, Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that it is mandatory that the matter has to be dealt with by the Conciliation Officer. Nothing has been produced by the Party I that the conciliation proceedings were held before the Conciliation Officer. Nothing is on record that the matter in connection with the Party I was admitted in conciliation and/or conciliation proceedings held before the Conciliation Officer, except the complaint. He further submitted that

since no documentary proof has been produced by the Party I, the application filed by Party I is bad in law. Ld. Adv. Shri M. S. Bandodkar relying upon the case of **Suresh Vithoo Nare V/s Dharamsi Morarji Chemicals Company Ltd., Ambemath and another, 1992 1 BOM CR 316** has submitted that mere issue of notice by the Conciliation Officer does not amount to instituting a conciliation proceeding. There is no compliance of Section 2-A(2) of the Act to the effect that proceedings were held before Conciliation Officer and therefore the dispute itself is bad in law and hence, the application under Section 2-A(2) is not maintainable.

14. Admittedly, the application has been filed by Party I under Section 2-A(2) of the Industrial Disputes Act, which mandates that any workman may make an application direct to the Labour Court or Tribunal for adjudication of dispute referred to therein after the expiry of forty-five days' from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute and in receipt of such application, the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute. There is no dispute that the Party I had filed the said application on 12-07-2012 before the Conciliation Officer and that the present proceeding has been filed before the Tribunal on 3-9-2012, which is after expiry of forty-five days' of the filing of the application before Conciliation Officer. The Party II has claimed in Para 1 of the Written statement that even after expiry of forty-five days', the conciliation proceedings could not be settled amicably due to the rigid and adamant attitude of the Party I.

15. The witness of Party II, Capt. Shri Rajesh Saigal in Para 3 of his affidavit has stated that the Party I has raised the dispute when the conciliation proceeding are currently pending before the Conciliation Officer and no failure report has been sent by the Conciliation Officer to the appropriate Government and that the Party I has filed an application under Section 2-A(2) of the Act arising out from the same subject matter. In the cross examination, he has admitted that there was conciliation proceedings before Assistant Labour Commissioner and that he was representing on behalf of the company and that he also filed a reply before the conciliation proceedings. The Party II has thus admitted in the pleadings as well as in the affidavit-in-evidence that the Party I had filed the application before the Assistant Labour Commissioner and that they had participated in the said proceedings. There is no dispute that the

application was filed on 12-07-2012 and that the Assistant Labour Commissioner had not decided the dispute within forty-five days', after which the Party I filed the application under Section 2-A(2) on 3-9-2012 before the Tribunal.

16. Discernibly, Section 2-A(2) clearly stipulates of filing of an application before the Tribunal or the Labour Court for the adjudication of the dispute referred after the expiry of forty-five days' of the application filed before the Conciliation Officer, which was complied by Party I and the said fact has been admitted by Party II. It is therefore the contention of Ld. Adv. M. S. Bandodkar as stated above cannot be accepted. The reliance placed by Ld. Adv. Shri M. S. Bandodkar in the case of **Suresh Vithoo Nare, (supra)**, in support of his contention that the cause of action to file the application arises from the date of admission of the conciliation by the Conciliation Officer cannot be considered as the Party I has filed the said application after expiry of forty-five days' from the date of filing application. Moreover, the judgment of **Suresh Vithoo Nare (supra)**, has no relevance to the amended provision of Section 2-A(2) of the Industrial Disputes Act, which came into existence in Sept. 2010, while the case of Suresh Nare is much earlier to the said amended provision and has no connection with the facts of present case. The fact and the law in the above case is completely in variance with the present case and therefore, the above submission of Ld. Adv. Shri M. S. Bandodkar pales into insignificance. It is therefore the above issue is answered in the affirmative.

*Issue No. 2:*

17. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that it is obligatory on the part of a person who makes an application under Section 2-A(2) of the Act to show that she is a workman and there should be pleadings and evidence to the effect that she was performing manual, skilled, unskilled, technical, operational or clerical work, which would signify that she is a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. He further submitted that in the entire application made before the Industrial Tribunal or Assistant Labour Commissioner there is no iota of evidence that Party I is a workman or not and it is the position of law that the person who pleads a particular fact has to justify it in pleadings. According to him, there are also no means to find out whether the Party I is a workman or not and this burden has not been discharged by the Party I in the entire proceedings. In fact, the Party I has clearly admitted that she was Jr. Executive and her salary structure changed after she became Jr. Executive.

18. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that Section 2(s) of the Act defines 'workman' as any person employed in industry to do any manual, skilled, unskilled, technical, operational, clerical or supervisory work for hire or reward. He further submitted that as per Clause 3 of the Appointment letter at Exb. 12, the duties of Party I include typing, accounts work and other items as entrusted. He further submitted that the dispute is pertaining to the retrenchment of services of the workman who was working as Junior Clerk-cum-Typist in the firm and the nature of duties which includes clerical work performed by the workman determine that she was a workman working for Party II. He further submitted that no issue has been framed by the Tribunal as to whether the Party I is a workman or not as the company has not denied that the Party I was a workman and the appointment letter on record clearly shows that the duties of Party I included typing work and other items as entrusted.

19. It is well settled that the question as to whether the Party I is a workman depends upon the nature of duties performed by employee and not his designation. The Hon'ble High Court of Bombay in case of **Aloysius Nunes vs Thomas Cook India Ltd., 2000(3) LLN 160** has held that one of the tests to find out whether the person employed is in a managerial or administrative capacity was to ascertain, if he was entrusted with the duty/ /responsibility of distribution of work. Another test that could be considered is whether in the discharge of his managerial or administrative duties, did he perform any supervisory work. The third test would be, does he occupy a position, to command or decide and is he authorised to act in certain matters within the limits of the authority given to him without the sanction of Manager or other Supervisor. The fourth test would be, is he in command of a territory or department over which he exercises his managerial function. The fifth test is what is the designation in the official record of the person and in the attendance register and whether the Manager could in the performance of his duties could innovate.

20. It is also held in the case of **Standard Chartered Bank vs. Vandana Joshi and Anr., 2010 2 MhLJ 22**, that the Court has to examine the dominant nature of work or duties assigned to an employee. In case of **Union Carbide (India) Ltd. vs. D. Samuel and Others, 1999 LLR 21**, it is held that some of the tests laid down are (1) Designation is not material but what is important is the nature of work, (2) Find out the dominant purpose of employment and not any additional duties, the

employee may be performing, (3) Can he bind the company/employer to some kind of decisions on behalf of the company/employer, (4) Has the employee power to direct or oversee the work of his subordinates, (5) Has he power to sanction leave or recommend it; and (6) Has he has the power to appoint, terminate or take disciplinary action against workmen. It is further held that some other tests are (a) Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not; (b) Does the employee have powers of assigning duties and distribution of work; (c) Can he indent material and distribute the same amongst the workmen; (d) Even though he has no authority to grant leave, does he have power to recommend leave; (e) Are there persons working under him; (f) Has he the power to supervise the work of men and not merely machines; (g) Does he mark the attendance of other employees; (h) Does he write the confidential reports of his subordinates.

21. There is no dispute that no issue as to whether the Party I is a workman or not is framed. The question whether the Party I is a workman or not is a question of fact which has been admitted by the Party II in the written statement, although denied in some paras of the written statement. The Party I in Para 2 of claim statement has clearly stated that the Party I workman is one of the workmen employed as 'Junior Clerk cum Typist' on permanent basis with effect from 01-06-1995 in basic salary of Rs. 375/- in the grade of 300-25-450-35-660-45-885-55-1160-65-1420-80-1740, to which the Party II in Para 2 of written statement has claimed that the Party I was employed by Party II as 'Jr. Executive', however, the nature of duties of Party I as so called Jr. Executive has not been defined. The Party II, however in Para B of the written statement has stated that Party I was not a 'workman' as defined under Section 2(s) of the Act.

22. It is thus seen that Party I has clearly stated in the claim statement that she is the workman employed as Junior Clerk-cum-Typist, while it is the case of Party II that she was employed by Party II as a 'Jr. Executive'. Section 2(s) defines 'workman' as any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence

of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person – (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or (ii) who is employed in the police service or as an officer or other employee of a prison, or (iii) who is employed mainly in a managerial or administrative capacity or (iv) who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

23. Needless to mention, no issue has been framed as to whether Party I is a workman or not and rightly so because, Para 2 of the claim statement has not been specifically denied by Party II. On the contrary, it is stated by Party II that she was employed by them in the capacity of a 'Jr. Executive'. Clause 2 of the Appointment letter at Exb. 12, clearly states that Party I was drawing basic salary of Rs. 375/- (Rupees three hundred seventy five only) per month in the grade of 300-25-450-35-660-45-885-55-1160-65-1420-80-1740 and also Fixed Dearness Allowance of Rs. 1300/- (Rupees one thousand three hundred only) and Local Allowance of Rs. 205/- (Rupees two hundred and five only) per month and that Clause 3 of the said Appointment letter clearly states that the duties of the Party I include typing, accounts works and other items as entrusted.

24. The Party I has averred that she was employed as Junior Clerk-cum-Typist on permanent basis, which fact is not in dispute. The letter of appointment dated 22-05-1995 at Exb. 12 clearly specifies the duties of the Party I at Clause 3 which are in the nature of skilled, technical and clerical. The Appointment letter is not in dispute however, the Party II claimed that she was employed as a 'Jr. Executive'. The witness of Party II, Capt. Shri Rajesh Saigal has not specified as to what duties the Party I was performing as a 'Jr. Executive'. The nature of work clearly shows that it was clerical and not in a supervisory, managerial or administrative capacity. The designation is not material. The Party I was not appointed as executive. The dominant purpose of employment was to perform the clerical duties. She was not appointed to oversee the work of her subordinates nor she had power to sanction leave or recommend it nor she had power to appoint, terminate or take disciplinary action against the workmen. The documentary evidence clearly show that the Party I was employed as Jr. Clerk-cum-Typist and not the executive as claimed



by Party II. The evidence of record including the Appointment letter indicates that the Party I was a 'workman' with duties of clerical in nature and therefore the Party I would fall in the definition of workman within Section 2(s) of the Act and hence, the contention of Ld. Adv. Shri Bandodkar as stated above, pales into insignificance.

25. Once, it is held that Party I is a workman, it is to be seen whether the retrenchment of Party I is in violation of Section 25-F (a), (b), (c) and Section 25-G of the Industrial Disputes Act.

26. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that in Para 3 of the application, it is the only case of the Party I that she was issued a notice dated 15-06-2012 on 25-06-2012 stating that Party II shall not be able to retain her services from close of working hours on 30-06-2012 and also mentioned in the said notice that one month's salary would be credited in the bank alongwith the salary of June, 2012. He further submitted that the Party I has admitted in the cross examination that the one month's salary was deposited in her Bank account along with her June, 2012 salary, which means that there is no violation of Section 25-F of the Act. He further submitted that as per the Service Certificate issued to Party I, the Party I has left services prior to 25-07-2012, there is therefore no question of retrenchment or violation to that effect and therefore, entire allegation of retrenchment itself is bad in law.

27. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted and rightly so that no Service Certificate has been produced on record nor relied upon by Party I or Party II in their list of documents nor it was pleaded by them and therefore, the above submission of Ld. Adv. M. S. Bandodkar cannot be accepted having any merits. He further submitted that the condition precedent to retrenchment of workman is that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until: (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice; (b) the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay or any part thereof in excess of six months; (c) notice in prescribed manner is served on appropriate Government. He further submitted the employer has not retrenched the person who was last person to be employed and therefore also violated Section

25-G of the Act. According to him, once it is proved that the Party II has violated the provisions of Section 25-F and 25-G of the Act, the Party I is entitled to the protection under the Industrial Disputes Act.

28. Under Section 25-F of Industrial Disputes Act, - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

29. Similarly, under Section 25-G: Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

30. The Hon'ble Apex Court in the case of **Anoop Sharma vs. Executive Engineer, Public Health Division No.1, 2010 II CLR 1**, has observed in Para 13 that no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in clauses (a) and (b) of Section 25-F of the Act are satisfied. In terms of clause (a), the employer is required to give to the workman one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of notice. Clause (b) casts a duty upon the employer to pay to the workman 'at the time of retrenchment', compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part

thereof in excess of six months and that Section 25-F (a) and (b) of the Act is mandatory and non-compliance thereof renders the retrenchment of the employee nullity.

31. The letter dated 15-6-2012 at Exb. 13 is the termination letter, however the employer is not aware whether the said letter is a notice or a termination letter as seen on page 2, para B of the written statement, wherein it is stated that the services of Party I were terminated vide letter dated 15-6-2012 for the reasons mentioned in the termination letter. It is also stated in the said para that along with termination letter, the Party I was paid one month's salary in lieu of notice including retrenchment compensation as abundant caution, though Party I was not a workman. However, Party I has refused to accept the legal dues when offered to her. The Party II in Para 4 of written statement has stated that the Party I was paid one month's notice pay in lieu of notice along with other legal dues applicable to her and the said notice pay in lieu of notice was paid to Party I at the time of issuing the termination letter, which was accepted by Party I.

32. There is also no dispute that Party II in Para 5 of the written statement has stated that at the time of termination of Party I, she was paid all her legal dues applicable to her, however in last four lines it is stated that it has paid one month's notice pay in lieu of notice to the Party I prior to her termination and thereafter she was offered retrenchment compensation as abundant caution. It is thus seen that Party II contradicts its own pleadings by contending that the workman was paid along with notice, so also that the payment was made prior to termination. However, the notice at Exhibit 13 states that the workman would be paid one month's salary in lieu of notice and the same would be credited to the Bank account. The Party I as stated above has admitted that one month's salary was deposited in her Bank account along with her June salary, however it is not known as to when the said amount was deposited as the amount should have been paid on 15-6-2012 as per the termination letter dated 15-6-2012.

33. The notice/termination letter dated 15-6-2012 at Exb. 13 clearly states that Party II shall not be able to retain the services of Party I from close of working hours on 30-6-2012 and that Party I will be paid one month's salary in lieu of notice and the same will be credited to her Bank account. The said letter dated 15-6-2012 is in stark violation of provision of Section 25-F(a) of the Industrial Disputes Act as the workman/Party I has not been retrenched by Party II giving a one month's notice in writing indicating the reasons for retrenchment.

The notice was given on 15-6-2012 and the services of Party I was terminated on 30-6-2012 thereby violating the mandatory provision of Section 25-F of the Act. The workman has not been paid in lieu of such notice, wages for the period of the notice on the day of termination on 15-6-2012. The period of one month expires on 15-7-2012 and the workman was retrenched before the expiry of mandatory period of one month. There is thus violation of Section 25-F as the Party I was prematurely retrenched before expiry of 30 days.

34. Moreover, the notice dated 15-6-2012 at Exb.13 states that the Shipping Industry has gone into a complete recession globally for last two years and according to indication available from international shipping market, the trend is likely to continue for some time and in addition, the environment of unhealthy and unethical competition in the Shipping Industry has also caused serious revenue losses to Party II and in pursuance of above, they would not be able to retain the services of Party I. The reason for retrenchment is therefore, global recession and unhealthy and unethical competition in the Shipping Industry causing serious losses in revenue to Party II. However, the Registration certificate of the establishment of Party II in Form III issued by the Labour Inspector, Vasco-da-Gama at Exb. 19 demonstrate that the said Registration certificate was issued to commence the business of 'Shipping Agency' and not 'Shipping Business'. The termination letter at Exb. 13 shows that the business of shipping is in recession and not the shipping agency.

35. There is also nothing on record that the Party II was having unethical competition in the shipping agency and there was loss in the revenue to Party II. Section 25-F requires that the one month's notice in writing should indicate the reasons for retrenchment. The letter at Exb. 13 in no way indicate any valid reasons for retrenchment of the Party I. The Hon'ble Apex Court in the case of **Gammon India Limited vs. Niranjan Dass, 1983 STPL (LE) 11507 SC**, has held that when prerequisite for valid retrenchment as laid down in Section 25-F has not been complied with, the retrenchment bringing about termination of service is ab initio void. There is nothing in the notice dated 15-6-2012 at Exb. 13 that the office to which the Party I was attached was in the process of being closed down and that her services would not be required. There is also nothing on record produced including the Balance sheets of the company that retrenchment was on account of global recession and loss in revenue to Party II, on the contrary, the Party II have recruited services of

other staff, after termination of Party I and therefore the termination of service of Party I for the reasons mentioned in the notice at Exb. 13 is not covered by clause (a) of Section 25-F and therefore, the termination would be illegal and ab initio void.

36. It is also mandatory in terms of Section 25-F(b) that the workman has to be paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months. There is nothing on record that the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay. The witness of Party II, Capt. Shri Rajesh Saigal although stated in Para 10 of the affidavit in evidence that Party I has refused to accept the legal dues as offered to her, no documents have been produced on record by the said witness including the cheque or the payment details in support of the said contention. It is thus clear that Party II had not complied with the mandatory provision of 25-F (b) of the Act.

37. There is also nothing on record that the Party II served a notice in the prescribed manner on the appropriate Government or such authority as may be specified by the appropriate Government in terms of clause (c) of 25-F, which is also a condition precedent to retrenchment of a workman. The Party II has nowhere stated in the written statement or the affidavit of Capt. Shri Rajesh Saigal that they have complied with the provisions of Section 25-F (c) before termination of the Party I. Needless to mention, Section 25-F casts a duty upon an employer to give one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired, or that the workman has been paid in lieu of such notice, wages for the period of the notice and that the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay, so also that a notice in the prescribed manner is served on the appropriate Government.

38. The Party II has not complied with the above provisions of law. The said provision is mandatory and that any violation thereof renders the termination of services of the workman illegal per se, ab initio void and non-est rendering the action of the employer as nullity. Needless to reiterate, there is no violation of Section 25-G of the Act nor there is any evidence that the Party I belonged to a particular category of workmen in that establishment and that she has been retrenched

from services by keeping the last person in the employment in that category. The Party I having proved that her retrenchment is in violation of Section 25-F (a), (b) (c) of the Industrial Disputes Act, the issue No. 2 is answered in the affirmative.

*Issue No. 3:*

39. The Hon'ble Apex Court in the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) & Ors., 2014 II CLR 813**, has held that the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments and that the employee is required to either plead or at least make a statement before the adjudicating authority that she was not gainfully employed. The Hon'ble Apex Court in Para 33(iii) has observed that ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he or she was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and getting the same or substantially similar emoluments.

40. The Party I in Para 9 of the affidavit in evidence has stated that she was unemployed from the date of retrenchment till date and that she had approached several offices for employment but was not successful in getting the employment. In the cross examination, it has been only suggested that she has been employed and drawing more salary than what she was getting earlier. The Party I as required under the law has made a statement in the claim statement as well as in the affidavit that she was not gainfully employed, to which the Party II has not pleaded nor led evidence to prove that the Party I was gainfully employed and was getting wages equal to the wages or more wages than what she was drawing prior to termination of her

services. The Party II has failed to show that the Party I was gainfully employed and drawing equal or more salary than what she was getting prior to the termination of her services, as claimed by it. It is therefore issue No. 3 is answered accordingly.

*Issue No. 4:*

41. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that the appropriate Government for the dispute in connection with their workers is Central Government and the Party I has raised the dispute before the State Government. The Tribunal has therefore no jurisdiction to try and entertain the same. He further submitted that the Party II in reply dated 27-7-2012 at Exb. 15 to Assistant Labour Commissioner has stated that Party II has been carrying out activities/business in Major Ports and therefore, the appropriate Government is Central Government and not the State Government under Industrial Disputes Act and therefore, the Conciliation Officer appointed by the State Government had no jurisdiction to entertain any dispute. The Party I however in Para 9 of the application has stated that since the establishment of Party II is registered under the Shops and Establishment Act, 1973 with the State Government, the Central Government is not an appropriate Government.

42. Ld. Adv. Shri M. S. Bandodkar for Party II has further submitted that except the registration by the State Government, no evidence has been led by the Party I to dispute the above issue. The Party II is in the business of stevedoring, forwarding and clearing and was employed in or in connection with Major Port work at Mormugao. The Hon'ble Bombay High Court in **Tulsidas Khimji vs. F. Jeejeebhoy and others**, 1960 FJR Vol. XIX 396, has held that since the dispute raised was with regard to the retrenchment in the Clearing and Shipping and the Godown Departments, the activities of which could be said to be concerning a Major Port, Section 2(a)(i) of the Act would apply and the reference by the Central Government was valid. He further submitted that since Goa is Major Port and the Party I was working in connection with major Port, the appropriate Government is the Central Government and not the State Government and hence, the Tribunal has no jurisdiction to try and entertain the dispute.

43. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted and rightly so that the Registration Certificate at Exb. 19 of Party II shows that the nature of business of Party II is shipping agency and the same has been registered before Labour Inspector, Vasco-da-Gama under Goa,

Daman and Diu Shops and Establishment Rules, which also shows that the place of establishment is Colaco Building, 2nd Floor, Swatantra Path, Vasco-da-Gama. There is nothing on record that the Party II is doing shipping business within the Port area. The Party II has claimed that the company is in the business of Ship Agency, clearing, stevedoring at major Port of Goa, however the Registration Certificate at Exb. 19 does not support the above statement of Party I. It only mentions as 'shipping agents' at Vasco. There is no evidence on record that the office of the Party II is situated within Port area. The citation of **Tulsidas Khimji**, supra relied by Ld. Adv. Shri M. S. Bandodkar cannot be made applicable to the present case as it pertained to activities within Port area. The appropriate Government being the State Government, the Tribunal has jurisdiction to try and entertain the dispute. Hence, issue No. 4 is answered in the negative.

*Issue No. 5:*

44. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that in the written statement filed as early as 16-1-2013 before the Tribunal, the Party II had offered re-employment to the Party I unconditionally in Mumbai on the same terms and conditions as per the Appointment letter dated 22-05-1995 at Exb. 12. The said offer of employment has not been disputed by Party I nor it has been disputed the right of Party II to ask her to work in Mumbai nor it was alleged that the transfer was malafide or without any right. There is no reason for Party I not to accept the offer of appointment at their office at Fort, Mumbai on same terms and conditions as the services of Party I are transferable and since the Party II is ready and willing to give employment to Party I, no relief can be granted to Party I. He further submitted that the Party I at page 7 of the rejoinder has stated that she would have readily accepted the said offer, if the same was offered before Party I was illegally terminated in order to sustain the livelihood.

45. Ld. Adv. M. S. Bandodkar for Party II has further submitted that it is not disputed that the offer of employment was not made. The proposal of Party I that if the offer was made before termination, she would have readily accepted is an afterthought. There are no allegations that the offer was malafide or without any authority and inspite of offer of employment, the Party I has failed to accept the said offer. Relying upon the case of **M/s. Purafil Engineers, Pune vs Shaikh Anwar Abdul Rahman**, 2000 LLR 268, he submitted that when the workman was offered reinstatement which was not



accepted by her, she will not be entitled to get any wages from the date of offer. He further submitted that when the employer offers reinstatement at the earliest possible opportunity including conciliation proceedings to the workman who has alleged termination of services, awarding reinstatement and back wages by the Labour Court to the workman is not sustainable and in support thereof, he relied upon the case of **Madhuri Chandulal Lakhani, Proprietor of Jenny Colour Lab & Studio, Chembur, Mumbai vs. Prashant Shripad Satpute, Chembur, Mumbai, 2015 LLR 239**.

46. Ld. Adv. Shri M. S. Bandodkar for Party II has also submitted that if a workman fails to resume duties, even when the offer is made before the Conciliation Officer as well as before the Industrial Tribunal, it would be irresistibly presumed that she is no longer interested in the job and has abandoned the job on her own accord and in support thereof, he relied upon the case of **Tirloki Nath (Shri) vs. Shri Dharam Paul Arora & Anr. 2006 LLR 1043**. He also submitted that reinstatement of a workman as awarded by the Labour Court will be set aside when she did not report for duty, despite offer by the management for resumption of work. Back wages will not be awarded when the workman is not responding to the offer of the management to resume her duties and in support thereof, he relied upon the case of **Sonal Garments vs. Trimbak Shankar Karve, 2003 LLR 5**.

47. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that the issue framed by the Tribunal is whether Party II is ready and willing to give employment to Party I at Mumbai on the same terms and conditions. However, the workman was retrenched by the employer in flagrant violation of statutory provision of the law and therefore, when the offer of reinstatement was given to the Party I before different forums, there was no employer-employee relationship. The first and the foremost condition is that the workman has to be re-instated in services and the retrenchment has to be set aside. It is not possible for a retrenched workman to be offered employment elsewhere unless she is re-instated in service and therefore, the above issue cannot be said to have been proved by the Party II.

48. Needless to mention, there was no employer-employee relationship between the Party I and Party II after the Party I was illegally retrenched by the Party II in violation of statutory provisions of law. The Party II cannot offer employment in their office at Mumbai when she was retrenched from

employment at Goa. No offer was given by the Party II before termination of services of Party I. The Party II could have shown the bonafide by offering services at their Mumbai office on same terms and conditions before her termination. The Party II could have transferred the Party I to their office at Mumbai as the job was transferable but could not have terminated the services of Party I which led to the present dispute and therefore, on the above ground alone, the offer of reinstatement at their Mumbai office, cannot sustain.

49. It is the case of Party II that the offer of employment was given before the Assistant Labour Commissioner vide its reply dated 27-7-2012 at Exb. 15. A little peep into the said letter show that no such offer had been given of reinstatement to Party I, on the contrary it has been alleged that Party I is not the workman under Section 2(s) of the Industrial Disputes Act and therefore not entitled to raise the dispute. The Party I was appointed vide appointment letter dated 22-05-1995 at Exb. 12 and was terminated vide its letter dated 15-6-2012 at Exb. 13 which shows that the Party I worked at Vasco without any transfer for last 17 years and therefore, if at all, the Party I was to be offered employment, it should have been at Vasco, wherein Party I was retrenched. The offer of employment to join the office at Mumbai was given on 16-1-2013 with condition that the workman should join at Mumbai. The witness of Party II, Capt. Shri Rajesh Saigal has stated in cross examination at page 3 that the company will not accept her services at Vasco, if she is willing to join at Vasco office, since their financial difficulties are still existing in Vasco. He categorically stated that their offer of re-employment is on the condition that she should join their Mumbai head office.

50. The Hon'ble Bombay High Court in the case of **Doctor Pradhan vs Kumar Industries and anr., 2007(115) FLR 164**, has held that when the offer is conditional, the question of accepting the job does not arise. Needless to reiterate, the so called offer made by the Party II for providing employment to the Party I was not genuine and instead was malafide and therefore the refusal on the part of the workman to accept the offer of re-employment was not bad in law. The Hon'ble High Court in Para 5 has observed thus;

*5. These submissions are stated only to be rejected. There is no dispute that the terms of Reference indicate that the dispute which existed between the parties was whether the petitioner was entitled to re-instatement in service with continuity of service and back*

*wages. The dispute was not whether he should be employed with the contractor because it was the petitioner's case that the respondent was his employer. The submission that the workman should have accepted the job with the respondent's contractor and then sought regularization makes a mockery of the plight of the workman. As stated earlier, the dispute was between the respondent and the petitioner and not with any contractor. The petitioner was never employed with any contractor and, therefore, the question of his accepting the job with a contractor does not arise. Therefore, the so-called offer made by the respondent for providing employment to the petitioner was not genuine and instead was malafide. The offer of employment stated in the failure report indicates that the offer was conditional and therefore the workman refused the offer. In any case, it could not be said that the Reference was not maintainable or that the dispute was not in existence."*

51. In the instant case, the workman from the date of appointment till the date of retrenchment i.e. 15th June, 2012 worked at Vasco and never worked at any other place and therefore the conditional offer of employment given for the first time before the Hon'ble Tribunal, that the workman has to join at Mumbai cannot be termed as genuine. Therefore, the intention of the employer was not to provide the employment to the Party I, but to victimize her. The offer made by the Party II being conditional, the question of accepting the offer of employment at Mumbai office does not arise as it is malafide and not genuine and was made only after termination of the Party I to wriggle out of the situation the Party II was in, on account of illegal termination of Party I without following the mandatory provisions of the law. It is therefore the above issue is answered in the negative.

Issue No. 6:

52. Ld. Adv. Shri A. Kundaikar for Party I has submitted that the main controversy in the dispute is whether there is violation of the provisions of Section 25-F of the Industrial Disputes Act. He further submitted that in cases in which the Tribunal finds that the employer has acted in gross violation of the statutory provisions or principles of natural justice or is guilty of victimization of the employee, then Tribunal will be fully justified in directing payment of full back wages with reinstatement and consequential benefits. He further submitted that there is nothing on record that in the notice of termination dated 15-6-2012,

the office to which the Party I was working was in the process of being closed down, so her services would no more be required. The termination of the services of Party I for reasons mentioned in the notice is not covered by any of the clauses of Section 25-F and therefore retrenchment is ipso facto illegal. In support thereof, he relied upon the cases of (1) **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., 2014 II CLR 813;** (2) **Gammon India vs. Niranjan Dass, 1983 STPL(LE) 11507 SC;** (3) **U.P. State Brassware Corpn. Ltd. & Anr. vs. Uday Narain Pandey, 2005 STPL (LE) 35154 SC;** (4) **Hindustan Tin Works Pvt. Ltd. vs. Employees of M/s. Hindustan Tin Works Pvt. Ltd & Ors., 1978 STPL(LE) 9432 SC.**

53. Per contra, Ld. Adv. Shri M. S. Bhandodkar for Party II has submitted that when Party II had given an unconditional offer of employment to the Party I on same terms and conditions, the failure of the Party I to report for work at the place of transfer would disentitle the Party I to get any relief including relief of reinstatement and back wages as it will be presumed that she is no longer interested in the job and has abandoned the job on her own accord. He also submitted that the workman cannot reap benefits of her own faults, when she failed to respond to the offer of employer to join duties, more particularly when such offer was re-iterated before the Conciliation Officer and the Tribunal. He further submitted that apart from that, the Party I has already been employed for higher wages than what she was earning with Party II and therefore, she is not entitled for any reliefs.

54. In the case of **Deepali Gundu Surwase**, supra, the Division Bench of Hon'ble Bombay High Court has held that if the order of termination is void ab initio, the workman is entitled to full back-wages. The relevant Para 22 of the decision is extracted hereunder:-

*"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee,*

*but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or Court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back-wages. If the employer wants to deny back-wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back-wages to an employee, who has suffered due to an illegal act of the employer, would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back-wages including the emoluments."*

55. In the case of **Gammon India**, supra, the Hon'ble Apex Court has held that when the pre-requisites for a valid retrenchment as laid down in Section 25-F of Industrial Disputes Act has not been complied with, the retrenchment bringing about termination of service is ab initio void. In the case of U.P. State Brassware Corporation, supra, the Hon'ble Apex Court has held that no precise formula can be laid down as to under what circumstances payment of entire back wages would be allowed. It depends upon the facts and circumstances of the each case. It is not automatic. It should not be granted mechanically. Payment of full back wages cannot be natural consequence.

56. In the case of **Hindustan Tin Works Pvt. Ltd.**, supra, the Hon'ble Apex Court has held that where termination of service is questioned as being invalid or illegal and the workman has to go through the litigation, his capacity to sustain himself throughout the protracted litigation is itself so precarious that he may not survive to see the day when relief is granted. If after such prolonged litigation the workman is not paid his back wages, it would amount to a penalty for no fault of his. The workman whose service has been illegally terminated would be entitled to full back wages

except to the extent he was gainfully employed during the enforced idleness. If the termination is illegal or motivated it may amount to unfair labour practice. In such circumstances reinstatement being the normal rule, it should be done with full back wages and the party objecting to it must establish the circumstances necessitating departure. The Tribunal will then exercise its discretion, but the discretion must be exercised in a judicial and judicious manner. The reason for exercising discretion must be cogent and convincing and must appear on the face of the record. It should not be arbitrary, vague and fanciful but legal and regular.

57. Needless to mention, the Party I has proved violation of Section 25-F of the Industrial Disputes Act. The employer has terminated the services of Party I by letter dated 15-6-2012. There are no pleading or evidence on behalf of the employer that the workman was gainfully employed after the retrenchment. It is also well settled that in cases of wrongful termination of service, reinstatement with continuity of service and back wages is a normal rule. The company is still functioning and is carrying on business at Vasco and also has appointed other employees in their employment. The Party II has not produced any documents including balance sheet to show that it is running in loss, closed down or is in severe financial doldrums or that the Party I has been employed or secured better permanent employment elsewhere. The Party I having proved that the employer terminated her services illegally and that the termination is motivated and found to be invalid and that the employer has taken away her right to work, contrary to the relevant law and has deprived her of the earnings, the Party I is entitled for the reliefs claimed.

58. In the result, I pass the following:

#### ORDER

- i. The application filed by Party I workman under Section 2-A(2) of the Industrial Disputes Act stands allowed.
- ii. It is hereby held that the action of the management of M/s J. M. Baxi & Co., Vasco, Goa in terminating the services of Party I, Mrs. Pornima Uday Sawant, with effect from 30-06-2012 is illegal and unjustified.
- iii. The Party II is directed to reinstate the services of Party I, Mrs. Pornima Uday Sawant, with full back wages for the period of unemployment, continuity in services and consequential benefits attached to the post.

- iv. The Party II is directed to deposit back wages before the Tribunal as stated above within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- v. Inform the Government accordingly.

Sd/-  
(Vincent D'Silva),  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

#### Notification

No. 28/9/2017-LAB/Part-III/645

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 09-08-2017 in Appln. No. 8/2012 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of  
Goa.

*Georgina Saldanha*, Under Secretary (Labour).  
Porvorim, 12th September, 2017.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding  
Officer)

Appl. No. 8/2012

Shri Krishna V. Dabolkar,  
H. No. 85, Ward No. VIII,  
Behind Candelaria Church,  
Sasmolem, Baina,  
Vasco-da-Gama. ... Applicant/Party I

V/s

M/s. J. M. Baxi & Co.,  
Colaco Building,  
Swatantra Path,  
Vasco-da-Gama, Goa  
(403 802) ... Opponent/Party II

Applicant/Party I represented by Ld. Adv. Shri A. Kundaikar.

Opponent/Party II represented by Ld. Adv. Shri M. S. Bandodkar.

#### AWARD

(Delivered on this the 9th day of the month of  
August of the year 2017)

This is an application filed by the Applicant/Party I under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. In short, the case of the Party I is that he filed an application for conciliation of the dispute dated 12-07-2012 before the Conciliation Officer in respect of illegal retrenchment of his services. The Party II filed a reply on 27-7-2012 contending that the appropriate Government is the Central Government and not the State Government. The Conciliation Officer failed to adjudicate the dispute inspite of the expiry of forty five days' from the date of the application and hence, filed the application under Section 2-A(2) of the Industrial Dispute Act.

3. The Party II is engaged in business at Colaco Building, Swatantra Peth, Vasco and is registered under Shops and Establishment Act, 1973 with the State Government. The Party II had engaged the services of Party I who was employed as Junior Assistant on permanent basis w.e.f. 15-02-1995. The Party II on 25-6-2012 issued a notice dated 15-6-2012 informing Party I that Party II shall not be able to retain his services from close of working hours on 30-6-2012. It was mentioned in the said letter that one month's salary in lieu of notice will be credited in his account along with salary of June, 2012 and in pursuance of the said letter, the services of the workman were retrenched from 30-6-2012. The service record of the workman is honest and unblemished and these are no adverse entries in his record.

4. The retrenchment of Party I is in violation of Section 25-F of Industrial Dispute Act. The Party I was issued with a notice dated 15-6-2012 indicating the reasons that there is global recession and his services were retrenched from 30-6-2012 which is in flagrant violation of provision of Section 25-F in as much as a notice was issued on 25-6-2012, however, the Party I was retrenched on 30-6-2012 much prior to the expiry of 30 days as provided under the Act. The Party II has also failed to pay at the time of retrenchment, compensation which shall be equivalent to 15 days average pay for every completed years of continuous service or any part thereof in excess of six months. The provisions of Section 25-F (a), (b) & (c) are mandatory and therefore, the termination of the services of Party I is null and void and illegal.

5. The retrenchment of Party I workman is also in violation of Section 25-G of the Industrial Disputes Act in as much as the employer has not retrenched the person who was the last to be



employed. The Party I had retained the services of the workman who has been employed after the Party I. The Party I has employed Mr. Amrish Waghmare, Mr. Umesh Shinde, Mrs. Vijayalaxmi, Mr. Snehedu Shekhar recently before the retrenchment of Party I. The Party I at the present age is not in a position to get the alternative employment on account of the age bar. The Party I on account of employment and sufficient income has availed loan and due to abrupt retrenchment of his services, will not be in a position to maintain the standard of living. The Party II is doing good business and is financially strong. The Party I is unemployed from the date of retrenchment till date. The Party I had approached several offices for employment but was not successful in getting the employment. The action of the employer in retrenching his services is illegal. The termination of the services of Party I workman is void and unjustified. The workman is entitled for reinstatement in services with full back wages and continuity in services. Hence, the application.

6. The Opponent/Party II filed a Written statement inter alia contending that the application is premature as matter is pending before the Conciliation Officer. The services of Party I were terminated due to global recession in the Shipping industry for last two years as the business of the company have been very bad. The company has paid one month's salary in lieu of notice with the termination letter including retrenchment compensation, though the Party I was not a workman as defined under Section 2(s) of the Act. The Party I however had refused to accept the legal dues offered to him. The Party I was employed in or in connection with the major port work as the company is in the business of ship agency, stevedoring etc. at the major port of Goa and therefore, the Party I ought to have raised the dispute before the Central Government and not the State Government. The services of Party I were terminated as there was no work available in Goa due to global recession. The Party II was ready and willing to give employment to Party I at their office at Mumbai on the same terms and conditions as the services of Party I are transferable, which offer Party I refused. No case has been made out by Party I and hence, not entitled for any relief.

7. The Party I filed a Rejoinder at Exhibit 5 denying the case put forth by Party II in the written statement. It is stated that the company had advance booking till 2013 for shipping assignment and is doing flourishing business in shipping assignment. The Party II has not paid legal dues along with termination letter including

retrenchment compensation. The Party II has registered their establishment before the State Government and therefore the State Government has jurisdiction to adjudicate the dispute. The Party I would have readily accepted the offer of joining at Mumbai office, if the same was offered before Party I was illegally terminated, in order to sustain the livelihood. The company had not given any offer before the Assistant Labour Commissioner. The retrenchment of the services of Party I workman is in violation of Section 25-F (a), (b), (c) and Section 25-G of the Act. The Party I is entitled for reinstatement of services with full back wages and continuity in service.

8. Issues framed at Exhibit 7 are as follows:

- 1) Whether the Party I proves that despite expiry of 45 days from the date of the application for conciliation of dispute, the conciliation officer failed to adjudicate the dispute referred to therein?
- 2) Whether the Party I proves that his retrenchment is in violation of Section 25-F (a), (b), (c) and Section 25-G of the I.D. Act, 1947?
- 3) Whether the Party I proves that he is unemployed from the date of retrenchment, till date?
- 4) Whether the Party II proves that the appropriate Government for any dispute in connection with their workers/labourers is the Central Government and Party I having raised the dispute before State Government, this Tribunal has no jurisdiction to try and entertain the same?
- 5) Whether the Party II proves that they were ready and willing to give employment to Party I at Mumbai at their office at 16, Bank Street, Fort, Mumbai, 400 001 on the same terms and conditions?
- 6) What relief? What Award?

9. In the course of evidence, the Party I, Shri Krishna Dabolkar examined himself as witness and produced on record his affidavit-in-evidence at Exb. 11, a copy of appointment letter dated 08-02-1995 at Exb. 12, a copy of termination notice dated 15-6-2012 at Exb. 13, a copy of application raising dispute dated 12-7-2012 at Exb. 14, a copy of reply dated 27-7-2012 by Party II to ALC at Exb. 15, a copy of Service Certificate dated 30-06-2012 at Exb. 16 and a copy of confirmation letter dated 24-08-1995 at Exb. 17. On the other hand, the Party II examined Capt. Shri Rajesh Saigal as their witness and produced on record his

affidavit-in-evidence at Exb. 19 and a copy of Registration Certificate of establishment at Exb. 20.

10. Heard arguments. Notes of written arguments came to be placed on record by the parties.

11. I have gone through the records of the case and have duly considered the submissions made by the learned advocates for Parties. My findings on the above issues are as follows:

- Issue No. 1 ... In the Affirmative.
- Issue No. 2 ... In the Affirmative.
- Issue No. 3 ... In the Affirmative.
- Issue No. 4 ... In the Negative.
- Issue No. 5 ... In the Negative.
- Issue No. 6 ... As per Final Order.

#### REASONS

##### *Issue No. 1:*

12. Ld. Adv. Shri A. Kundaikar for Party I had submitted that under Section 2-A(2) of the Act—notwithstanding anything contained in Section 10, any such workman as is specified in sub-section (1) may make an application direct to the Labour Court or Tribunal for adjudication of the dispute referred to therein after the expiry of the forty-five days' from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute, and in receipt of such application, the Labour Court or Industrial Tribunal shall have powers and jurisdiction to adjudicate upon dispute. The Party I had filed an application dated 12-7-2012 before the Conciliation Officer and even after expiry of forty five days', the conciliation proceedings could not be settled. The Party II had admitted that the workman had filed the application before the Labour Commissioner and that the period of forty-five days' had expired and therefore issue No. 1 has to be answered in affirmative.

13. Per contra, Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that it is mandatory that the matter has to be dealt with by the Conciliation Officer. Nothing has been produced by the Party I that the conciliation proceedings were held before the Conciliation Officer. Nothing is on record that the matter in connection with the Party I was admitted in conciliation and/or conciliation proceedings held before the Conciliation Officer, except the complaint. He further submitted that since no documentary proof has been produced by the Party I, the application filed by Party I is bad in law. Ld. Adv. Shri M. S. Bandodkar relying upon the case of **Suresh Vithoo Nare V/s Dharamsi**

**Morarji Chemicals Company Ltd., Ambemath and anothis, 1992 1 BOM CR 316** has submitted that mere issue of notice by the Conciliation Officer does not amount to instituting a conciliation proceeding. There is no compliance of Section 2-A(2) of the Act to the effect that proceedings were held before Conciliation Officer and therefore, the dispute itself is bad in law and hence, the application under Section 2-A(2) is not maintainable.

14. Admittedly, the application has been filed by Party I under Section 2-A(2) of the Industrial Disputes Act, which mandates that any workman may make an application direct to the Labour Court or Tribunal for adjudication of dispute referred to therein after the expiry of forty-five days' from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute and in receipt of such application, the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute. There is no dispute that the Party I had filed the said application on 12-07-2012 before the Conciliation Officer and that the present proceeding has been filed before the Tribunal on 7-9-2012, which is after expiry of forty-five days' of the filing of the application before Conciliation Officer. The Party II has claimed in Para 1 of the Written statement that even after expiry of forty-five days', the conciliation proceedings could not be settled amicably due to the rigid and adamant attitude of the Party I.

15. The witness of Party II, Capt. Shri Rajesh Saigal in Para 3 of his affidavit has stated that the Party I has raised the dispute when the conciliation proceeding are currently pending before the Conciliation Officer and no failure report has been sent by the Conciliation Officer to the appropriate Government and that the Party I has filed an application under Section 2-A(2) of the Act arising out from the same subject matter. In the cross examination, he has admitted that he appeared before Assistant Labour Commissioner when the dispute was raised and also filed a reply before the conciliation proceedings. The Party II has thus admitted in the pleadings as well as in the affidavit-in-evidence that the Party I had filed the application before the Assistant Labour Commissioner and that they had participated in the said proceedings. There is no dispute that the application was filed on 12-07-2012 and that the Assistant Labour Commissioner had not decided the dispute within forty-five days', after which the Party I filed the application under Section 2-A(2) on 7-9-2012 before the Tribunal.

16. Discernibly, Section 2-A(2) clearly stipulates of filing of an application before the Tribunal or the Labour Court for the adjudication of the dispute referred to therein after the expiry of forty-five days' of the application filed before the Conciliation Officer, which was complied by Party I and the said fact has been admitted by Party II. It is therefore the contention of Ld. Adv. M. S. Bandodkar as stated above cannot be accepted. The reliance placed by Ld. Adv. Shri M. S. Bandodkar in the case of **Suresh Vithoo Nare, (supra)**, in support of his contention that the cause of action to file the application arises from the date of admission of the conciliation by the Conciliation Officer cannot be considered as the Party I has filed the said application after expiry of forty-five days' from the date of filing application. Moreover, the judgment of **Suresh Vithoo Nare (supra)**, has no relevance to the amended provision of Section 2-A(2) of the Industrial Disputes Act, which came into existence in Sept., 2010, while the case of Suresh Nare is much earlier to the said amended provision and has no connection with the facts of present case. The fact and the law in the above case is completely in variance with the present case and therefore, the above submission of Ld. Adv. Shri M. S. Bandodkar pales into insignificance. It is therefore the above issue is answered in the affirmative.

*Issue No. 2:*

17. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that it is obligatory on the part of a person who makes an application under Section 2-A(2) of the Act to show that he is a workman and there should be pleadings and evidence to the effect that he was performing manual, skilled, unskilled, technical, operational or clerical work, which would signify that he is a workman within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. He further submitted that in the entire application made before the Industrial Tribunal or Assistant Labour Commissioner there is no iota of evidence that Party I is a workman or not and it is the position of law that the person who pleads a particular fact has to justify it in pleadings. According to him, there are also no means to find out whether the Party I is a workman or not and this burden has not been discharged by the Party I in the entire proceedings. In fact, the Party I has clearly admitted that he was Junior Executive and his salary structure changed after he became Junior Executive.

18. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that Section 2(s) of the Act defines 'workman' as any person employed in an

industry to do any manual, skilled, unskilled, technical, operational, clerical or supervisory work for hire or reward. He further submitted that as per clause 3 of the Appointment letter at Exb. 12, the duties of Party I include accounts work and other items as entrusted. He further submitted that the dispute is pertaining to the retrenchment of services of the workman who was working as Junior Assistant in the firm and the nature of duties which includes accounts work performed by the workman determine that he was a workman working for Party II. He further submitted that no issue has been framed by the Tribunal as to whether the Party I is a workman or not as the company has not denied that the Party I was a workman and the appointment letter on record clearly shows that the duties of Party I included accounts work and other items as entrusted.

19. It is well settled that the question as to whether the Party I is a workman depends upon the nature of duties performed by employee and not his designation. The Hon'ble High Court of Bombay in case of **Aloysius Nunes vs Thomas Cook India Ltd., 2000(3) LLN 160** has held that one of the tests to find out whether the person employed is in a managerial or administrative capacity was to ascertain, if he was entrusted with the duty/ /responsibility of distribution of work. Another test that could be considered is whether in the discharge of his managerial or administrative duties, did he perform any supervisory work. The third test would be, does he occupy a position, to command or decide and is he authorised to act in certain matters within the limits of the authority given to him without the sanction of Manager or other Supervisor. The fourth test would be, is he in command of a territory or department over which he exercises his managerial function. The fifth test is what is the designation in the official record of the person and in the attendance register and whether the Manager could in the performance of his duties could innovate.

20. It is also held in the case of **Standard Chartered Bank vs. Vandana Joshi and Anr., 2010 2 MhLJ 22**, that the Court has to examine the dominant nature of work or duties assigned to an employee. In case of **Union Carbide (India) Ltd. vs. D. Samuel and Others, 1999 LLR 21**, it is held that some of the tests laid down are (1) Designation is not material but what is important is the nature of work, (2) Find out the dominant purpose of employment and not any additional duties, the employee may be performing, (3) Can he bind the company/employer to some kind of decisions on behalf of the company/employer, (4) Has the

employee power to direct or oversee the work of his subordinates, (5) Has he power to sanction leave or recommend it; and (6) Has he has the power to appoint, terminate or take disciplinary action against workmen. It is further held that some other tests are (a) Whether the employee can examine the quality of work and whether such work is performed in satisfactory manner or not; (b) Does the employee have powers of assigning duties and distribution of work; (c) Can he indent material and distribute the same amongst the workmen; (d) Even though he has no authority to grant leave, does he have power to recommend leave; (e) Are there persons working under him; (f) Has he the power to supervise the work of men and not merely machines; (g) Does he mark the attendance of other employees; (h) Does he write the confidential reports of his subordinates.

21. There is no dispute that no issue as to whether the Party I is a workman or not is framed. The question whether the Party I is a workman or not is a question of fact which has been admitted by the Party II in the written statement, although denied in some paras of the written statement. The Party I in Para 2 of claim statement has clearly stated that the Party I workman is one of the workmen employed as 'Junior Assistant' on permanent basis with effect from 16th August, 1995 in basic salary of Rs. 560/- in the grade of 500-60-740-70-1090-85-1600-100-2200-120-2680, to which the Party II in Para 2 of written statement has claimed that the Party I was employed by Party II as 'Jr. Executive', however, the nature of duties of Party I as so called Jr. Executive has not been defined. The Party II, however in Para B of the written statement has stated that Party I was not a 'workman' as defined under Section 2(s) of the Act.

22. It is thus seen that Party I has clearly stated in the claim statement that he is the workman employed as Junior Assistant, while it is the case of Party II that he was employed by Party II as a 'Jr. Executive'. Section 2(s) defines 'workman' as any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person – (i) who is subject to the

Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or (ii) who is employed in the police service or as an officer or other employee of a prison, or (iii) who is employed mainly in a managerial or administrative capacity or (iv) who, being employed in a supervisory capacity, draws wages exceeding (ten thousand rupees) per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

23. Needless to mention, no issue has been framed as to whether Party I is a workman or not and rightly so because, Para 2 of the claim statement has not been specifically denied by Party II. On the contrary, it is stated by Party II that he was employed by them in the capacity of a 'Jr. Executive'. Clause 2 of the Appointment letter at Exb. 12, clearly states that Party I was drawing basic salary of Rs. 500/- (Rupees five hundred only) per month in the grade of 500-60-740-70-1090-85-1600-100-2200-120-2680 and also Fixed Dearness Allowance of Rs. 1400/- (Rupees one thousand four hundred only) and Local Allowance of Rs. 225/- (Rupees two hundred twenty five only) per month and that Clause 3 of the said Appointment letter clearly states that the duties of the Party I include accounts works and other items as entrusted.

24. The Party I has averred that he was employed as Junior Assistant on permanent basis, which fact is not in dispute. The letter of appointment dated 08-02-1995 at Exb. 12 clearly specifies the duties of the Party I at clause 3 which are in the nature of skilled, technical and clerical. The Appointment letter is not in dispute however, the Party II claimed that he was employed as a 'Jr. Executive'. The witness of Party II, Capt. Shri Rajesh Saigal has not specified as to what duties the Party I was performing as a 'Jr. Executive'. The nature of work clearly shows that it was clerical and not in a supervisory, managerial or administrative capacity. The designation is not material. The Party I was not appointed as executive. The dominant purpose of employment was to perform the clerical duties. He was not appointed to oversee the work of his subordinates nor he had power to sanction leave or recommend it nor he had power to appoint, terminate or take disciplinary action against the workmen. The documentary evidence clearly show that the Party I was employed as Junior Assistant and not the Jr. Executive as claimed by Party II. The evidence of record including the Appointment letter indicates that the Party I was a 'workman' with duties of clerical in nature and therefore the Party I would fall in the definition of workman



within Section 2(s) of the Act and hence, the contention of Ld. Adv. Shri Bandodkar as stated above, pales into insignificance.

25. Once, it is held that Party I is a workman, it is to be seen whether the retrenchment of Party I is in violation of Section 25-F (a), (b), (c) and Section 25-G of the Industrial Disputes Act.

26. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that in Para 3 of the application, it is the only case of the Party I that he was issued a notice dated 15-06-2012 on 25-06-2012 stating that Party II shall not be able to retain his services from close of working hours on 30-06-2012 and also mentioned in the said notice that one month's salary would be credited in the Bank alongwith the salary of June, 2012. He further submitted that Party I has admitted in cross examination that one month's salary was deposited in his Bank account along with his June, 2012 salary which means that there is no violation of Section 25-F of the Act. If the letter is given on 25-06-2012 as mentioned in Para 4 by the Party II, the termination would be after one month i.e. termination would come into effect on 25-07-2012. It is pertinent to note that if that is so, the Service Certificate dated 30-06-2012 at Exb. 16 which has been produced by the Party I clearly shows that the Party I left from the services on 30-06-2012. If this is true, then the Party I on his own showing left service prior to termination came into effect i.e. prior to 25-07-2012. Therefore, if the Party I has left services prior to 25-07-2012, there is no question of retrenchment or violation to that effect because prior to retrenchment came into force, the Party I left services on 30-06-2012 and therefore, entire allegation of retrenchment itself is bad in law.

27. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that the Service Certificate at Exb. 16 has no relevance to the case of the parties, which is self contradictory. He further submitted that the condition precedent to retrenchment of workman is that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until: (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice; (b) the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay or any part thereof in excess of six months; (c) notice in prescribed manner is

served on appropriate Government. He further submitted the employer has not retrenched the person who was last person to be employed and therefore also violated Section 25-G of the Act. According to him, once it is proved that the Party II has violated the provisions of Section 25-F and 25-G of the Act, the Party I is entitled to the protection under the Industrial Disputes Act.

28. Discernibly, the Service Certificate dated 30-06-2012 produced Party I at Exb. 16 is neither relied upon by the Party I nor Party II in their list of documents nor it was pleaded by them. The said Service Certificate issued by Party II to Party I reads that the Party I joined them as Accounts Assistant on 15-02-1995 at Goa branch and was working in the capacity of Jr. Executive in their department when he left from their service on 30-6-2012. The said Certificate is contrary to the case of Party II vis-a-vis the termination letter dated 15-6-2012. The said Service Certificate also do not have any bearing on the case at hand as it is self contradictory and therefore, the above submission of Ld. Adv. M. S. Bandodkar cannot be accepted having any merits.

29. Under Section 25-F of Industrial Disputes Act, - *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]*

30. Similarly, under Section 25-G: While any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the

workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

31. The Hon'ble Apex Court in the case of **Anoop Sharma vs. Executive Engineer, Public Health Division No.1, 2010 II CLR 1**, has observed in Para 13 that no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in clauses (a) and (b) of Section 25-F of the Act are satisfied. In terms of clause (a), the employer is required to give to the workman one month's notice in writing indicating the reasons for retrenchment or pay him wages in lieu of notice. Clause (b) casts a duty upon the employer to pay to the workman 'at the time of retrenchment', compensation equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months and that Section 25-F (a) and (b) of the Act is mandatory and non-compliance thereof renders the retrenchment of the employee nullity.

32. The letter dated 15-6-2012 at Exb. 13 is the termination letter, however the employer is not aware whether the said letter is a notice or a termination letter as seen on page 2, para B of the written statement, wherein it is stated that the services of Party I were terminated vide letter dated 15-6-2012 for the reasons mentioned in the termination letter. It is also stated in the said para that along with termination letter, the Party I was paid one month's salary in lieu of notice including retrenchment compensation as abundant caution, though Party I was not a workman. However, Party I has refused to accept the legal dues when offered to him. The Party II in Para 4 of written statement has stated that the Party I was paid one month's notice pay in lieu of notice along with other legal dues applicable to him and the said notice pay in lieu of notice was paid to Party I at the time of issuing the termination letter, which was accepted by Party I.

33. There is also no dispute that Party II in Para 5 of the written statement has stated that at the time of termination of Party I, he was paid all his legal dues applicable to him, however in last four lines it is stated that it has paid one month's notice pay in lieu of notice to the Party I prior to his termination and thereafter he was offered retrenchment compensation as abundant caution. It is thus seen that Party II contradicts its own pleadings by contending that the workman was paid along with notice, so also that the payment

was made prior to termination. However, the notice at Exhibit 13 states that the workman would be paid one month's salary in lieu of notice and the same would be credited to the Bank account. The Party I as stated above has admitted that one month's salary was deposited in his Bank account along with his June salary, however it is not known as to when the said amount was deposited as the amount should have been paid on 15-6-2012 as per the termination letter dated 15-6-2012.

34. The notice/termination letter dated 15-6-2012 at Exb. 13 clearly states that Party II shall not be able to retain the services of Party I from close of working hours on 30-6-2012 and that the Party I will be paid one month's salary in lieu of notice and the same will be credited to his Bank account. The said letter dated 15-6-2012 is in stark violation of provision of Section 25-F(a) of the Industrial Disputes Act as the workman/Party I has not been retrenched by Party II giving a one month's notice in writing indicating valid reasons for retrenchment. The notice was given on 15-6-2012 and the services of Party I was terminated on 30-6-2012 thereby violating the mandatory provision of Section 25-F of the Act. The workman has not been paid in lieu of such notice, wages for the period of the notice on the day of termination on 15-6-2012. The period of one month expires on 15-7-2012 and the workman was retrenched before the expiry of mandatory period of one month. There is thus violation of Section 25-F as the Party I was prematurely retrenched before expiry of 30 days.

35. Moreover, the notice dated 15-6-2012 at Exb.13 states that the Shipping Industry has gone into a complete recession globally for last two years and according to indication available from international shipping market, the trend is likely to continue for some time and in addition, the environment of unhealthy and unethical competition in the Shipping Industry has also caused serious revenue losses to Party II and in pursuance of above, they would not be able to retain the services of Party I. The reason for retrenchment is therefore, global recession and unhealthy and unethical competition in the Shipping Industry causing serious losses in revenue to Party II. However, the Registration certificate of the establishment of Party II in Form III issued by the Labour Inspector, Vasco-da-Gama at Exb. 20 demonstrate that the said Registration certificate was issued to commence the business of 'Shipping Agency' and not 'Shipping Business'. The termination letter at Exb. 13 shows that the business of shipping is in recession and not the shipping agency.

36. There is also nothing on record that the Party II was having unethical competition in the shipping agency and there was loss in the revenue to Party II. Section 25-F requires that the one month's notice in writing should indicate the reasons for retrenchment. The letter at Exb. 13 in no way indicate any valid reasons for retrenchment of the Party I. The Hon'ble Apex Court in the case of **Gammon India Limited vs. Niranjan Dass, 1983 STPL (LE) 11507 SC**, has held that when pre-requisite for valid retrenchment as laid down in Section 25-F has not been complied with, the retrenchment bringing about termination of service is ab initio void. There is nothing in the notice dated 15-6-2012 at Exb. 13 that the office to which the Party I was attached was in the process of being closed down and that his services would not be required. There is also nothing on record produced including the Balance sheets of the company that retrenchment was on account of global recession and loss in revenue to Party II, on the contrary, the Party II have recruited services of other staff, after termination of Party I and therefore the termination of service of Party I for the reasons mentioned in the notice at Exb. 13 is not covered by clause (a) of Section 25-F and therefore, the termination would be illegal and ab initio void.

37. It is also mandatory in terms of Section 25-F(b) that the workman has to be paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months. There is nothing on record that the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay. The witness of Party II, Capt. Shri Rajesh Saigal although stated in Para 10 of the affidavit in evidence that Party I has refused to accept the legal dues as offered to him, no documents have been produced on record by the said witness including the cheque or the payment details in support of the said contention. It is thus clear that Party II had not complied with the mandatory provision of 25-F (b) of the Act.

38. There is also nothing on record that the Party II served a notice in the prescribed manner on the appropriate Government or such authority as may be specified by the appropriate Government in terms of clause (c) of 25-F, which is also a condition precedent to retrenchment of a workman. The Party II has nowhere stated in the written statement or the affidavit of Capt. Shri Rajesh Saigal that they have complied with the provisions of Section 25-F (c) before termination of the Party I. Needles to mention, Section 25-F casts a duty upon an

employer to give one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired, or that the workman has been paid in lieu of such notice, wages for the period of the notice, and that the workman has been paid at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay, so also that a notice in the prescribed manner is served on the appropriate Government.

39. The Party II has not complied with the above provisions of law. The said provision is mandatory and that any violation thereof renders the termination of services of the workman illegal per se, ab initio void and non-est rendering the action of the employer as nullity. Needless to reiterate, there is no violation of Section 25-G of the Act nor there is any evidence that the Party I belonged to a particular category of workmen in that establishment and that he has been retrenched from services by keeping the last person in the employment in that category. The Party I having proved that his retrenchment is in violation of Section 25-F (a), (b), (c) of the Industrial Disputes Act, the issue No. 2 is answered in the affirmative.

Issue No. 3:

40. The Hon'ble Apex Court in the case of **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidyalaya (D.ED) & Ors., 2014 II CLR 813**, has held that the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments and that the employee is required to either plead or at least make a statement before the adjudicating authority that he was not gainfully employed. The Hon'ble Apex Court in Para 33(iii) has observed that ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once

the employee shows that he or she was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and getting the same or substantially similar emoluments.

41. The Party I in Para 9 of the affidavit in evidence has stated that he was unemployed from the date of retrenchment till date and that he had approached several offices for employment but was not successful in getting the employment. In the cross examination, it has been only suggested that he has been employed and drawing more salary than what he was getting earlier. The Party I as required under the law has made a statement in the claim statement as well as in the affidavit that he was not gainfully employed, to which the Party II has not pleaded nor led evidence to prove that the Party I was gainfully employed and was getting wages equal to the wages or more wages than what he was drawing prior to termination of his services. The Party II has failed to show that the Party I was gainfully employed and drawing equal or more salary than what he was getting prior to the termination of his services, as claimed by it. It is therefore issue No. 3 is answered accordingly.

*Issue No. 4:*

42. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that the appropriate Government for the dispute in connection with their workers is Central Government and the Party I has raised the dispute before the State Government. The Tribunal has therefore no jurisdiction to try and entertain the same. He further submitted that the Party II in reply dated 27-7-2012 at Exb. 15 to Assistant Labour Commissioner has stated that Party II has been carrying out activities/business in Major Ports and therefore, the appropriate Government is Central Government and not the State Government under Industrial Disputes Act and therefore, the Conciliation Officer appointed by the State Government had no jurisdiction to entertain any dispute. The Party I however in Para 9 of the application has stated that since the establishment of Party II is registered under the Shops and Establishment Act, 1973 with the State Government, the Central Government is not an appropriate Government.

43. Ld. Adv. Shri M. S. Bandodkar for Party II has further submitted that except the registration by the State Government, no evidence has been led by the Party I to dispute the above issue. The Party II is in the business of stevedoring, forwarding and clearing and was employed in or in connection with Major Port work at Mormugao. The Hon'ble

Bombay High Court in **Tulsidas Khimji vs. F. Jeejeebhoy and others**, 1960 FJR Vol. XIX 396, has held that since the dispute raised was with regard to the retrenchment in the Clearing and Shipping and the Godown Departments, the activities of which could be said to be concerning a Major Port, Section 2(a)(i) of the Act would apply and the reference by the Central Government was valid. He further submitted that since Goa is Major Port and the Party I was working in connection with major Port, the appropriate Government is the Central Government and not the State Government and hence, the Tribunal has no jurisdiction to try and entertain the dispute.

44. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted and rightly so that the Registration Certificate at Exb. 20 of Party II shows that the nature of business of Party II is shipping agency and the same has been registered before Labour Inspector, Vasco-da-Gama under Goa, Daman and Diu Shops and Establishment Rules, which also shows that the place of establishment is Colaco Building, 2nd Floor, Swatantra Path, Vasco-da-Gama. There is nothing on record that the Party II is doing shipping business within the Port area. The Party II has claimed that the company is in the business of Ship Agency, clearing, stevedoring at major Port of Goa, however the Registration Certificate at Exb. 20 does not support the above statement of Party I. It only mentions as 'shipping agents' at Vasco. There is no evidence on record that the office of the Party II is situated within Port area. The citation of Tulsidas Khimji, supra relied by Ld. Adv. Shri M. S. Bandodkar cannot be made applicable to the present case as it pertained to activities within Port area. The appropriate Government being the State Government, the Tribunal has jurisdiction to try and entertain the dispute. Hence, issue No. 4 is answered in the negative.

*Issue No. 5:*

45. Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that in the written statement filed as early as 16-1-2013 before the Tribunal, the Party II had offered re-employment to the Party I unconditionally in Mumbai on the same terms and conditions as per the Appointment letter dated 08-02-1995 at Exb. 12. The said offer of employment has not been disputed by Party I nor it has been disputed the right of Party II to ask him to work in Mumbai nor it was alleged that the transfer was malafide or without any right. There is no reason for Party I not to accept the offer of appointment at



their office at Fort, Mumbai on same terms and conditions as the services of Party I are transferable and since the Party II is ready and willing to give employment to Party I, no relief can be granted to Party I. He further submitted that the Party I at page 7 of the rejoinder has stated that he would have readily accepted the said offer, if the same was offered before Party I was illegally terminated in order to sustain the livelihood.

46. Ld. Adv. M. S. Bandodkar for Party II has further submitted that it is not disputed that the offer of employment was not made. The proposal of Party I that if the offer was made before termination, he would have readily accepted is an afterthought. There are no allegations that the offer was malafide or without any authority and in spite of offer of employment, the Party I has failed to accept the said offer. Relying upon the case of **M/s. Purafil Engineers, Pune vs Shaikh Anwar Abdul Rahman, 2000 LLR 268**, he submitted that when the workman was offered reinstatement which was not accepted by him, he will not be entitled to get any wages from the date of offer. He further submitted that when the employer offers reinstatement at the earliest possible opportunity including conciliation proceedings to the workman who has alleged termination of services, awarding reinstatement and back wages by the Labour Court to the workman is not sustainable and in support thereof, he relied upon the case of **Madhuri Chandulal Lakhani, Proprietor of Jenny Colour Lab & Studio, Chembur, Mumbai vs. Prashant Shripad Satpute, Chembur, Mumbai, 2015 LLR 239**.

47. Ld. Adv. Shri M. S. Bandodkar for Party II has also submitted that if a workman fails to resume duties, even when the offer is made before the Conciliation Officer as well as before the Industrial Tribunal, it would be irresistibly presumed that he is no longer interested in the job and has abandoned the job on his own accord and in support thereof, he relied upon the case of **Tirloki Nath (Shri) vs. Shri Dharam Paul Arora & Anr. 2006 LLR 1043**. He also submitted that reinstatement of a workman as awarded by the Labour Court will be set aside when he did not report for duty, despite offer by the management for resumption of work. Back wages will not be awarded when the workman is not responding to the offer of the management to resume his duties and in support thereof, he relied upon the case of **Sonal Garments vs. Trimbak Shankar Karve, 2003 LLR 5**.

48. Per contra, Ld. Adv. Shri A. Kundaikar for Party I has submitted that the issue framed by the Tribunal is whether Party II is ready and willing to give employment to Party I at Mumbai on the same terms and conditions. However, the workman was retrenched by the employer in flagrant violation of statutory provision of the law and therefore, when the offer of reinstatement was given to the Party I before different forums, there was no employer-employee relationship. The first and the foremost condition is that the workman has to be re-instated in services and the retrenchment has to be set aside. It is not possible for a retrenched workman to be offered employment elsewhere unless he is re-instated in service and therefore, the above issue cannot be said to have been proved by the Party II.

49. Needless to mention, there was no employer-employee relationship between the Party I and Party II after the Party I was illegally retrenched by the Party II in violation of statutory provisions of law. The Party II cannot offer employment in their office at Mumbai when he was retrenched from employment at Goa. No offer was given by the Party II before termination of services of Party I. The Party II could have shown the bonafide by offering services at their Mumbai office on same terms and conditions before his termination. The Party II could have transferred the Party I to their office at Mumbai as the job was transferable but could not have terminated the services of Party I which led to the present dispute and therefore, on the above ground alone, the offer of reinstatement at their Mumbai office, cannot sustain.

50. It is the case of Party II that the offer of employment was given before the Assistant Labour Commissioner vide its reply dated 27-7-2012 at Exb. 15. A little peep into the said letter show that no such offer had been given of reinstatement to Party I, on the contrary it has been alleged that Party I is not the workman under Section 2(s) of the Industrial Disputes Act and therefore not entitled to raise the dispute. The Party I was appointed vide appointment letter dated 08-02-1995 at Exb. 12 and was terminated vide its letter dated 15-6-2012 at Exb. 13 which shows that the Party I worked at Vasco without any transfer for last 17 years and therefore, if at all, the Party I was to be offered employment, it should have been at Vasco, wherein Party I was retrenched. The offer of employment to join the office at Mumbai was given on 16-1-2013 with condition that the workman should join at Mumbai. The witness of Party II, Capt. Shri Rajesh Saigal has stated in cross examination at page 3 that the company will not

accept his services at Vasco, if he is willing to join at Vasco office, since their financial difficulties are still existing in Vasco. He categorically stated that their offer of re-employment is on the condition that he should join their Mumbai head office.

51. The Hon'ble Bombay High Court in the case of **Doctor Pradhan vs Kumar Industries and anr., 2007(115) FLR 164**, has held that when the offer is conditional, the question of accepting the job does not arise. Needless to reiterate, the so called offer made by the Party II for providing employment to the Party I was not genuine and instead was malafide and therefore the refusal on the part of the workman to accept the offer of re-employment was not bad in law. The Hon'ble High Court in Para 5 has observed thus;

*5. These submissions are stated only to be rejected. There is no dispute that the terms of Reference indicate that the dispute which existed between the parties was whether the petitioner was entitled to re-instatement in service with continuity of service and back wages. The dispute was not whether he should be employed with the contractor because it was the petitioner's case that the respondent was his employer. The submission that the workman should have accepted the job with the respondent's contractor and then sought regularization makes a mockery of the plight of the workman. As stated earlier, the dispute was between the respondent and the petitioner and not with any contractor. The petitioner was never employed with any contractor and, therefore, the question of his accepting the job with a contractor does not arise. Therefore, the so-called offer made by the respondent for providing employment to the petitioner was not genuine and instead was malafide. The offer of employment stated in the failure report indicates that the offer was conditional and therefore the workman refused the offer. In any case, it could not be said that the Reference was not maintainable or that the dispute was not in existence."*

52. In the instant case, the workman from the date of appointment till the date of retrenchment i.e. 15th June, 2012 worked at Vasco and never worked at any other place and therefore the conditional offer of employment given for the first time before the Hon'ble Tribunal, that the workman has to join at Mumbai cannot be termed as genuine. Therefore, the intention of the employer was not to provide the employment to the Party I, but to victimize him. The offer made by the Party II being

conditional, the question of accepting the offer of employment at Mumbai office does not arise as it is malafide and not genuine and was made only after termination of the Party I to wriggle out of the situation the Party II was in, on account of illegal termination of Party I without following the mandatory provisions of the law. It is therefore the above issue is answered in the negative.

*Issue No. 6:*

53. Ld. Adv. Shri A. Kundaikar for Party I has submitted that the main controversy in the dispute is whether there is violation of the provisions of Section 25-F of the Industrial Disputes Act. He further submitted that in cases in which the Tribunal finds that the employer has acted in gross violation of the statutory provisions or principles of natural justice or is guilty of victimization of the employee, then Tribunal will be fully justified in directing payment of full back wages with reinstatement and consequential benefits. He further submitted that there is nothing on record that in the notice of termination dated 15-6-2012, the office to which the Party I was working was in the process of being closed down, so his services would no more be required. The termination of the services of Party I for reasons mentioned in the notice is not covered by any of the clauses of Section 25-F and therefore retrenchment is ipso facto illegal. In support thereof, he relied upon the cases of (1) **Deepali Gundu Surwase vs. Kranti Junior Adhyapak Mahavidhyalaya (D.ED) & Ors., 2014 II CLR 813**; (2) **Gammon India vs. Niranjan Dass, 1983 STPL(LE) 11507 SC**; 1(3) **U.P. State Brassware Corpn. Ltd. & Anr. vs. Uday Narain Pandey, 2005 STPL (LE) 35154 SC**; (4) **Hindustan Tin Works Pvt. Ltd. vs. Employees of M/s. Hindustan Tin Works Pvt. Ltd & Ors., 1978 STPL(LE) 9432 SC**.

54. Per contra, Ld. Adv. Shri M. S. Bandodkar for Party II has submitted that when Party II had given an unconditional offer of employment to the Party I on same terms and conditions, the failure of the Party I to report for work at the place of transfer would disentitle the Party I to get any relief including relief of reinstatement and back wages as it will be presumed that he is no longer interested in the job and has abandoned the job on his own accord. He also submitted that the workman cannot reap benefits of his own faults, when he failed to respond to the offer of employer to join duties, more particularly when such offer was reiterated before the Conciliation Officer and the Tribunal. He further submitted that apart from that, the Party I has already been employed for

higher wages than what he was earning with Party II and therefore, he is not entitled for any reliefs.

55. In the case of **Deepali Gundu Surwase**, supra, the Division Bench of Hon'ble Bombay High Court has held that if the order of termination is void ab initio, the workman is entitled to full back-wages. The relevant Para 22 of the decision is extracted hereunder:-

*"22. The very idea of restoring an employee to the position which he held before dismissal or removal or termination of service implies that the employee will be put in the same position in which he would have been but for the illegal action taken by the employer. The injury suffered by a person, who is dismissed or removed or is otherwise terminated from service cannot easily be measured in terms of money. With the passing of an order which has the effect of severing the employer employee relationship, the latter's source of income gets dried up. Not only the concerned employee, but his entire family suffers grave adversities. They are deprived of the source of sustenance. The children are deprived of nutritious food and all opportunities of education and advancement in life. At times, the family has to borrow from the relatives and other acquaintance to avoid starvation. These sufferings continue till the competent adjudicatory forum decides on the legality of the action taken by the employer. The reinstatement of such an employee, which is preceded by a finding of the competent judicial/quasi-judicial body or Court that the action taken by the employer is ultra vires the relevant statutory provisions or the principles of natural justice, entitles the employee to claim full back-wages. If the employer wants to deny back-wages to the employee or contest his entitlement to get consequential benefits, then it is for him/her to specifically plead and prove that during the intervening period the employee was gainfully employed and was getting the same emoluments. Denial of back-wages to an employee, who has suffered due to an illegal act of the employer, would amount to indirectly punishing the concerned employee and rewarding the employer by relieving him of the obligation to pay back-wages including the emoluments."*

56. In the case of **Gammon India**, supra, the Hon'ble Apex Court has held that when the pre-requisites for a valid retrenchment as laid down in Section 25-F of Industrial Disputes Act has not

been complied with, the retrenchment bringing about termination of service is ab initio void. In the case of **U.P. State Brassware Corporation**, supra, the Hon'ble Apex Court has held that no precise formula can be laid down as to under what circumstances payment of entire back wages would be allowed. It depends upon the facts and circumstances of the each case. It is not automatic. It should not be granted mechanically. Payment of full back wages cannot be natural consequence.

57. In the case of **Hindustan Tin Works Pvt. Ltd**, supra, the Hon'ble Apex Court has held that where termination of service is questioned as being invalid or illegal and the workman has to go through the litigation, his capacity to sustain himself throughout the protracted litigation is itself so precarious that he may not survive to see the day when relief is granted. If after such prolonged litigation the workman is not paid his back wages, it would amount to a penalty for no fault of his. The workman whose service has been illegally terminated would be entitled to full back wages except to the extent he was gainfully employed during the enforced idleness. If the termination is illegal or motivated it may amount to unfair labour practice. In such circumstances reinstatement being the normal rule, it should be done with full back wages and the party objecting to it must establish the circumstances necessitating departure. The Tribunal will then exercise its discretion, but the discretion must be exercised in a judicial and judicious manner. The reason for exercising discretion must be cogent and convincing and must appear on the face of the record. It should not be arbitrary, vague and fanciful but legal and regular.

58. Needless to mention, the Party I has proved violation of Section 25-F of the Industrial Disputes Act. The employer has terminated the services of Party I by letter dated 15-6-2012. There are no pleading or evidence on behalf of the employer that the workman was gainfully employed after the retrenchment. It is also well settled that in cases of wrongful termination of service, reinstatement with continuity of service and back wages is a normal rule. The company is still functioning and is carrying on business at Vasco and also has appointed other employees in their employment. The Party II has not produced any documents including balance sheet to show that it is running in loss, closed down or is in severe financial doldrums or that the Party I has been employed or secured better permanent employment elsewhere. The Party I having proved that the employer terminated his services illegally and that

the termination is motivated and found to be invalid and that the employer has taken away his right to work, contrary to the relevant law and has deprived him of the earnings, the Party I is entitled for the reliefs claimed.

59. In the result, I pass the following:

#### ORDER

- i. The application filed by Party I workman under Section 2-A(2) of the Industrial Disputes Act stands allowed.
- ii. It is hereby held that the action of the management of M/s J. M. Baxi & Co., Vasco, Goa in terminating the services of Party I, Shri Krishna Dabolkar, with effect from 30-06-2012 is illegal and unjustified.
- iii. The Party II is directed to reinstate the services of Party I, Shri Krishna Dabolkar, with full back wages for the period of unemployment, continuity in services and consequential benefits attached to the post.
- iv. The Party II is directed to deposit back wages before the Tribunal as stated above within 60 days of the publication of the Award, failing which the Party II shall pay an interest @ 9% per annum.
- v. Inform the Government accordingly.

Sd/-  
(Vincent D'Silva),  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

#### Corrigendum

No. 24/8/2010-Lab-ESI/676

Read: Order No. 24/8/2010-Lab-ESI/447 dated 19-06-2017.

In line No. 2 of para No. 6 of the Order read in preamble, the date "27-3-2015" shall be substituted to read as "23-7-2015".

All the other contents of the Order remain unchanged.

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 29th September, 2017.

#### Department of Law and Judiciary

Law (Establishment Division)

Court of the Principal District & Sessions Judge,  
North Goa

#### Order

No. DSC/PR/304/2017/10791

On the recommendation of the Departmental Promotion Committee and in pursuance of the approval of the Hon'ble High Court (Appellate Side), Bombay, as conveyed by the Registrar (Inspection-I), vide their letter No. B(Gen)-5601/57/2017/1151 dated 21st September, 2017, as required under the Recruitment Rules, Shri Shivdas Krishna Gaunekar, Superintendent, attached to the Court of the Principal District & Sessions Judge, North Goa, Panaji is hereby promoted and appointed to the post of Registrar/Chief Administrative Officer, a Group "A" Gazetted post on regular basis, in the pay matrix of Level-10 and posted as such in the District & Sessions Court, North Goa, Panaji, against the post of Smt. Aruna B. Gaunekar, Registrar/Chief Administrative Officer, retired on superannuation w.e.f. 30-09-2017.

The pay of Shri Shivdas K. Gaunekar shall be fixed as per rules in force.

The expenditure in respect of the above post shall be debited to "Demand No. 3, Budget Head 2014—Administration of Justice, 00, 105—Civil and Sessions Courts, 02—District & Sessions Judge (North Goa), 01—Salaries, (Non-Plan) (Voted)".

This order of promotion/appointment of Shri Shivdas K. Gaunekar is issued as per the instructions contained in the above referred letter of the Hon'ble High Court of Bombay.

Irshad Agha, Principal District Judge and Sessions Judge, North, Panaji-Goa.

Panaji, 3rd October, 2017.

#### Department of Personnel

#### Order

No. 15/6/2003-PER(part) Vol. 1/2911

Read: Order No. 15/16/2012-PER dated 14-09-2016.

The ad hoc promotion of the following officers in the Cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies is hereby extended for the period indicated against their names:-



Sr. No.	Name & designation of the officer	Ad hoc promotion extended	
		From	To
1	2	3	
1.	Shri Pravind J. Gawas	14-09-2017	30-09-2017.
2.	Shri Dhiren D. Banavaliker	14-09-2017	30-09-2017.
3.	Shri Rosario Carvalho (ST)	14-09-2017	30-09-2017.
4.	Smt. Jennifer Arez e Fernandes	14-09-2017	30-09-2017.
5.	Shri Franklin Ferrao	14-09-2017	30-09-2017.
6.	Shri Pravinjay Pandit	14-09-2017	30-09-2017.
7.	Shri Saiesh Naik	14-09-2017	30-09-2017.
8.	Shri Krishna Gauns	14-09-2017	30-09-2017.
9.	Shri Ranjeet Salgaonkar	14-09-2017	30-09-2017.
10.	Ms. Janavi Kalekar (ST)	14-09-2017	30-09-2017.

This issues with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/42(2)/2012/827 dated 22-09-2017.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-I).

Porvorim, 27th September, 2017.

### Order

No. 5/3/2017-PER

Read: Order No. 5/3/2017-PER dated 05-09-2017.

Whereas on the recommendation of Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(1)/2017/842 dated 24-08-2017, 16 Officers holding the posts included in Schedule-II of the Goa Civil Service Rules, 2016 were promoted under Rule 17 of the Goa Civil Service Rules, 2016, read with Rule 8 (b) of the said Rules to Junior Scale Post of Goa Civil Service, Group 'A' Gazetted, in the Level 10 of Pay Matrix vide Order No. 5/3/2017-PER dated 05-09-2017;

And whereas one of the Officers holding the posts included in Schedule II of the Goa Civil Service Rules, 2016 was not recommended for want of clarification from Vigilance Department;

And whereas the Vigilance Department vide its letter No. 1/3/2004-VIG/PER (Part-11)/2155 dated 22-08-2017, informed that Shri Pravin Hire Parab does not fall in any of the three categories

mentioned in the Government of India's O.M. dated 02-11-2012 which was immediately intimated to the Goa Public Service Commission by the Personnel Department vide its letter No. 05/03/2017-PER/2551 dated 22-08-2017;

Now therefore on the recommendation of the Departmental Promotion Committee conveyed by Goa Public Service Commission vide letter No. COM/II/11/42(1)/2017/857 dated 18-09-2017 in continuation to earlier DPC dated 22-08-2017, the Governor of Goa is pleased to promote and appoint under Rule 17 of Goa Civil Service Rules, 2016, read with Rule 8 (b) of the said Rules, Shri Pravin Hire Parab holding the post included in Schedule-II of the said Rules as given below at serial No. 13 to hold the Junior Scale Post of Goa Civil Service, Group 'A' Gazetted, in the Level 10 of Pay Matrix notionally with effect from 05-09-2017 in the following order of their seniority within their respective grading as on 05-09-2017:-

1. Smt. Smita S. Hede.
2. Shri Shashikant C. Bhamaikar (SC).
3. Smt. Shaila G. Bhonsle (SC).
4. Smt. Bevinda Monteiro e Dias.
5. Smt. Georgina Saldhana.
6. Smt. Shivanee Borkar (SC).
7. Shri P. D. Halarikar (SC).
8. Shri Gurudas S. T. Desai.
9. Smt. Roshell Aurita Fernandes.
10. Smt. Snehal Shivram Prabhu.
11. Smt. Nathine Stevea Araujo.
12. Smt. Trupti Manikrao Rane alias Manerkar.
13. Shri Pravin Hire Parab.
14. Shri Uday Rama Prabhu Dessai.
15. Smt. Nayan Moroscar.
16. Shri Navnath K. Naik.
17. Smt. Deepti Kankonkar @ Milan Kankonkar.

Shri Pravin Hire Parab shall be on probation for a period of 2 years w.e.f. 05-09-2017. He shall be entitled for all the consequential benefits enjoyed by his juniors promoted vide Order dated 05-09-2017 read in preamble.

Shri Pravin Hire Parab shall continue in the present posting until further orders.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-I).

Porvorim, 28th September, 2017.

## Memorandum

No. 6/6/2011-PER/2880

- Read: (1) Memorandum No. 6/8/2014-PER dated 24-06-2014.  
 (2) Memorandum No. 6/8/2014-PER dated 19-08-2014.  
 (3) Memorandum No. 6/8/2014-PER dated 30-04-2015.  
 (4) Memorandum No. 6/4/2016-PER dated 11-03-2016.  
 (5) Memorandum No. 6/4/2016-PER dated 28-06-2016.  
 (6) Memorandum No. 6/6/2011-PER dated 16-12-2016.

The final seniority of Selection Grade Officers of Goa Civil Service was last finalized on 16-12-2016 vide Memorandum read in preamble (6), wherein the seniority of officers upto Sr. No. 25 stands finalized.

Thereafter, the Junior Administrative Grade Officers have been promoted to Selection Grade and the final seniority of officers from Sr. No. 26 is drawn as follows:

Sr. No.	Name of the Officers	Date of Birth	Date of appointment in Junior Scale	Date of appointment in Senior Scale	Date of appointment in JAG	Date of appointment in Selection Grade	Remarks
1	2	3	4	5	6	7	8
1.	Shri Sandip Jacques	26-05-1971	09-01-1998	29-07-2005	03-11-2010	12-08-2011	Inducted to IAS.
2.	Shri Arun L. Dessai	24-11-1959	09-01-1998	29-07-2005	03-11-2010	12-08-2011	Inducted to IAS.
3.	Shri N. D. Agrawal	01-01-1953	22-01-1997	29-07-2005	03-11-2010	12-08-2011	Retired.
4.	Shri Swapnil M. Naik	04-06-1973	09-01-1998	29-07-2005	03-11-2010	12-08-2011	Inducted to IAS.
5.	Shri Elvis P. Gomes	01-01-1963	09-01-1998	29-07-2005	03-11-2010	12-08-2011	VRS.
6.	Shri Menino D'Souza	02-11-1963	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
7.	Shri Sakharam V. Naik	26-06-1960	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
8.	Shri N. B. Narvekar	15-01-1952	22-01-1997	29-07-2005	03-11-2010	12-08-2011	Retired.
9.	Shri Narayan Sawant	24-11-1962	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
10.	Shri Sanjit Rodrigues	15-07-1971	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
11.	Shri J. B. Bhingui	25-04-1955	22-01-1997	29-07-2005	03-11-2010	12-08-2011	Retired.
12.	Shri Damodar B. Shanke	10-05-1961	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
13.	Shri Sanjiv M. Gadkar	14-02-1973	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
14.	Shri Yetindra M. Maralkar	05-10-1970	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
15.	Shri M. B. Kumthekar	05-09-1953	22-01-1997	29-07-2005	03-11-2010	12-08-2011	Retired.
16.	Ms. Margaret A. Fernandes	18-07-1960	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
17.	Shri Vinesh Arlenkar	07-10-1965	09-01-1998	29-07-2005	03-11-2010	12-08-2011	—
18.	Shri Amarsen Rane	12-04-1968	17-04-2003	17-11-2008	03-11-2010	12-08-2011	—
19.	Shri Prasad Lolayekar	27-05-1968	11-04-2003	17-11-2008	03-11-2010	12-08-2011	—
20.	Shri Michael M. D'Souza	22-10-1975	11-04-2003	17-11-2008	03-11-2010	12-08-2011	—
21.	Shri Nikhil U. Dessai	30-03-1975	25-07-2003	17-11-2008	03-11-2010	12-08-2011	—
22.	Shri Prasanna A. Acharya	29-07-1976	25-07-2003	17-11-2008	03-11-2010	12-08-2011	—
23.	Shri Vijay M. Paranjape	29-07-1965	12-09-2006	17-11-2008	03-11-2010	12-08-2011	—
24.	Shri Y. B. Tavde	01-06-1957	22-06-1999	17-11-2008	03-11-2010	12-08-2011	—
25.	Shri T. S. Sawant	07-10-1958	22-06-1999	17-11-2008	03-11-2010	12-08-2011	—
26.	Shri Dattaram G. Sardessai	07-10-1963	11-04-2003	17-11-2008	03-11-2010	03-04-2017	—
27.	Shri Arvind Bugde	14-12-1968	25-07-2003	17-11-2008	03-11-2010	03-04-2017	—
28.	Shri Levinson J. Martins	30-09-1966	05-08-2004	17-11-2008	03-11-2010	03-04-2017	—
29.	Shri Sunil P. Masurkar	01-03-1967	14-08-2002	17-11-2008	03-11-2010	03-04-2017	—
30.	Shri N. S. Navti	19-03-1959	14-08-2002	17-11-2008	03-11-2010	03-04-2017	—

This is subject to the outcome of Civil Appeal No. 9587-9590 & 9591-9594/2016 before Hon'ble Supreme Court against the orders of Writ Petition No. 397/2015, 451/2015, 482/2015 & 663/2015 filed in Hon'ble High Court of Judicature, Goa Bench, Panaji and further decisions pursuant to the Order dated 12-04-2017 of Hon'ble High Court in Writ Petition No. 1089/2016.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-I).

Porvorim, 22nd September, 2017.

### Memorandum

No. 6/15/2017-PER/2881

Read: (1) Notification No. 3/1/2012-PER dated 16-08-2016.

(2) Memorandum No. 6/6/2011-PER dated 16-12-2016.

As per Rule 34 of Goa Civil Service Rules, 2016 read in preamble (1), a new grade has been introduced viz. Senior Administrative Grade of Goa Civil Service.

Thereafter, the Selection Grade Officers have been promoted to Senior Administrative Grade and the final seniority of officers is drawn as follows.

Sr. No.	Name of the Officer	Date of Birth	Date of appointment in Junior Scale	Date of appointment in Senior Scale	Date of appointment in JAG	Date of appointment in Selection Grade	Date of appointment in Senior Administrative Grade
1	2	3	4	5	6	7	8
1.	Shri Menino D'Souza	02-11-1963	09-01-1998	29-07-2005	03-11-2010	12-08-2011	16-12-2016.
2.	Shri Sakharam V. Naik	26-06-1960	09-01-1998	29-07-2005	03-11-2010	12-08-2011	16-12-2016.
3.	Shri Narayan Sawant	24-11-1962	09-01-1998	29-07-2005	03-11-2010	12-08-2011	16-12-2016.
4.	Shri Sanjit Rodrigues	15-07-1971	09-01-1998	29-07-2005	03-11-2010	12-08-2011	16-12-2016.
5.	Shri Sanjiv M. Gadkar	14-02-1973	09-01-1998	29-07-2005	03-11-2010	12-08-2011	16-12-2016.
6.	Shri Yetindra M. Maralkar	05-10-1970	09-01-1998	29-07-2005	03-11-2010	12-08-2011	16-12-2016.
7.	Ms. Margaret A. Fernandes	18-07-1960	09-01-1998	29-07-2005	03-11-2010	12-08-2011	16-12-2016.
8.	Shri Prasad Lolayekar	27-05-1968	11-04-2003	17-11-2008	03-11-2010	12-08-2011	16-12-2016.
9.	Shri Michael M. D'Souza	22-10-1975	11-04-2003	17-11-2008	03-11-2010	12-08-2011	16-12-2016.
10.	Shri Nikhil U. Dessai	30-03-1975	25-07-2003	17-11-2008	03-11-2010	12-08-2011	16-12-2016.
11.	Shri Prasanna A. Acharya	29-07-1976	25-07-2003	17-11-2008	03-11-2010	12-08-2011	16-12-2016.
12.	Shri Vijay M. Paranjape	29-07-1965	12-09-2006	17-11-2008	03-11-2010	12-08-2011	16-12-2016.
13.	Shri T. S. Sawant	07-10-1958	22-06-1999	17-11-2008	03-11-2010	12-08-2011	16-12-2016.

This is subject to the outcome of Civil Appeal No. 9587-9590 & 9591-9594/2016 before Hon'ble Supreme Court against the orders of Writ Petition Nos. 397/2015, 451/2015, 482/2015 & 663/2015 filed in Hon'ble High Court of Judicature, Goa Bench, Panaji and further decisions pursuant to the Order dated 12-04-2017 of Hon'ble High Court in Writ Petition No. 1089/2016.

By order and in the name of the Governor of Goa.

*Shashank V. Thakur*, Under Secretary (Personnel-I).

Porvorim, 22nd September, 2017.

## Department of Public Health

## Order

No. 31/11/2005-I/PHD (Part)/1723

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Quepem under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1	2	3
1.	Health Officer, PHC, Quepem	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Agostinho Fernandes (Prominent citizen)	Member.
5.	Shri Jamie Nora Monteiro (Civil society representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Quepem	Member.
10.	Headmistress/Headmaster of Utkarsh High School, Rivona	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.

5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.

6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

## Order

No. 31/11/2005-I/PHD (Part)/1724

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Loutolim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Medical Officer Incharge, PHC, Loutolim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Smt. Nivedita Naik (Prominent citizen)	Member.
5.	Smt. Indumati Vase (Civil society representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Loutolim	Member.
10.	Headmistress/Headmaster of Primary School, Ambora	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.



3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1725

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Colvale under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Medical Officer Incharge, PHC, Colvale	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Smt. Shri Shriram Chari (Prominent citizen)	Member.
5.	Shri Ramdas V. Kelkar (Civil society representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Colvale	Member.
10.	Headmistress/Headmaster of Shree Ram Vidhya Mandir High School, Housing Board, Colvale	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by

giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.

2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1726

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Cortalim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Medical Officer Incharge, PHC, Cortalim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Mr. Jude Pereira (Prominent citizen)	Member.
5.	Mr. Achut P. Naik (Civil society representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Cortalim	Member.
10.	Headmistress/Headmaster of Vidhya Vihar High School, Thane	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1727

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Chinchinim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1	2	3
1.	Health Officer, PHC, Chinchinim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Smt. Teofilio Almeida (Prominent citizen)	Member.
5.	Shri Gaudencio Luis (Civil society representative)	Member.
6.	Secretary Panchayat	Member.

1	2	3
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Chinchinim	Member.
10.	Headmistress/Headmaster of Mount Mary's High School	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1728

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Sanguem under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1	2	3
1.	Health Officer, PHC, Sanguem	Chairperson.

1	2	3
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Smt. Perpetua Fernandes (Prominent citizen)	Member.
5.	Shri Queroiz Cruz (Civil society representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Sanguem	Member.
10.	Headmistress/Headmaster of Government High School, Valkini, Sanguem	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1729

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive

Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Bicholim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Bicholim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Sagar Shetye (Prominent citizen)	Member.
5.	Shri Satish Gaonkar (Civil society representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Bicholim	Member.
10.	Headmistress/Headmaster of Shantadurga High School, Bicholim	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1730

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Siolim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Siolim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Shivaji Gauns (Prominent citizen)	Member.
5.	Smt. Bharati Vaigankar (Civil society representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Siolim	Member.
10.	Headmistress/Headmaster of Vasant Vidyalay High School, Siolim	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.

6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1731

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Betki under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Betki	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Dinesh Gaude (Prominent citizen)	Member.
5.	Shri Nilima Naik (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Betki	Member.
10.	Headmistress/Headmaster of Mahanandu School, Bhoma	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.



4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1732

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Aldona under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Aldona	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri John Mascarenhas (Prominent citizen)	Member.
5.	Shri Mangesh Kotnis (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Aldona	Member.
10.	Headmistress/Headmaster of Mae De Deus High School, Khorjuvem	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.

2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1733

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Curtorim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Curtorim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Marian Viegas (Prominent citizen)	Member.
5.	Shri Rupesh Naik (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Curtorim	Member.
10.	Headmistress/Headmaster of St. Rita High School, Maina, Curtorim	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1734

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Candolim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1	2	3
1.	Health Officer, PHC, Candolim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Adv. Swati Verlekar (Prominent citizen)	Member.
5.	Shri Amarnath Govekar (Civil Society Representative)	Member.

1	2	3
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Candolim	Member.
10.	Headmistress/Headmaster of Pragati High School, Nerul	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1735

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Dharbandora under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Dharbandora	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.

1	2	3
3.	Anganwadi Supervisor	Member.
4.	Shri Satish Patil (Prominent citizen)	Member.
5.	Shri Atmaram Kudchadkar (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Dharbandora	Member.
10.	Headmistress/Headmaster of Smt. Vaishali Khandeparkar, Gomantak Vidhyalay, Pilliem	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1736

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the

Primary Health Centre, Corlim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Medical Officer Incharge, PHC, Corlim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Smt. Supriya Kerkar (Prominent citizen)	Member.
5.	Shri Suhas Naik (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Corlim	Member.
10.	Headmistress/Headmaster of Old Goa Education Society	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1737

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Marcaim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Marcaim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Damodar Naik (Prominent citizen)	Member.
5.	Shri Yogesh Gaude (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Marcaim	Member.
10.	Headmistress/Headmaster of Anandibai School, Karanzal, Marcaim	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.

6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1738

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Cansarvanem under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Cansarvanem	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Pandurang Parab (Prominent citizen)	Member.
5.	Shri Ramesh R. Sawal (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Cansarvanem	Member.
10.	Headmistress/Headmaster of Lokshikshan High School, Dhargal	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.



4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1739

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Cansaulim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Cansaulim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Manuel Fernandes (Prominent citizen)	Member.
5.	Shri Norah D'Souza (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Cansaulim	Member.
10.	Headmistress/Headmaster of St. Thomas High School	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the

business to be transacted, the date, time and value of the meeting.

2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1740

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Sankhali under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Sankhali	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Dattaram Chimulkar (Prominent citizen)	Member.
5.	Shri Sakham Ghadi (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Sankhali	Member.
10.	Headmistress/Headmaster of Ganesh Mahavidyalay, Harvalem	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1741

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Shiroda under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1	2	3
1.	Health Officer, PHC, Shiroda	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Dr. Subhash Prabhudesai (Prominent citizen)	Member.
5.	Shri Luis Constancio (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.

1	2	3
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Shiroda	Member.
10.	Headmistress/Headmaster of Smt. Kamlabai Hede High School, Karai, Shiroda	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1742

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Urban Health Centre, Panaji under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1	2	3
1.	Health Officer, UHC, Panaji	Chairperson.

1	2	3
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Gaurish Dhond (Prominent citizen)	Member.
5.	Smt. Vaidehi Naik (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective UHC, Panaji	Member.
10.	Headmistress/Headmaster of Bal Bharti Vidhya Mandir	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1743

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive

Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Porvorim under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Medical Officer Incharge, PHC, Porvorim	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Harish Mayekar (Prominent citizen)	Member.
5.	Shri Jose Fernandes (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Porvorim	Member.
10.	Headmistress/Headmaster of Vidhya Prabodhini High School, Porvorim	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1744

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Balli under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Balli	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Dinesh Audi (Prominent citizen)	Member.
5.	Smt. Alka Potdar (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Balli	Member.
10.	Headmistress/Headmaster of Ms. Debora Fernandes, G.P.S., Paddi	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.

6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).  
Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1745

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Primary Health Centre, Ponda under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, PHC, Ponda	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Sandip Nigalye (Prominent citizen)	Member.
5.	Shri Sunil Dessai (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective PHC, Ponda	Member.
10.	Headmistress/Headmaster of AJDe Almeida High School, Ponda	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.



4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1746

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Urban Health Centre, Margao under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, UHC, Margao	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Tito Cardoso (Prominent citizen)	Member.
5.	Ashok B. Malkarnekar (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective UHC, Margao	Member.
10.	Headmistress/Headmaster of Adarsh High School, Margao	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.

2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

#### Order

No. 31/11/2005-I/PHD (Part)/1747

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Urban Health Centre, Vasco under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1.	Health Officer, UHC, Vasco	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Hassan Khan (Prominent citizen)	Member.
5.	Shri Santosh Lotlikar (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective UHC, Vasco	Member.
10.	Headmistress/Headmaster of Mother Mary Government High School, Baina	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Order**

No. 31/11/2005-I/PHD (Part)/1748

In terms of newer guidelines of Ministry of Health & Family Welfare, Government of India, New Delhi, Government is pleased to constitute Executive Committee of Rogi Kalyan Samiti Committee for the Urban Health Centre, Mapusa under Directorate of Health Services comprising of the following members as under:

Sr. No.	Members	Designation
1	2	3
1.	Health Officer, UHC, Mapusa	Chairperson.
2.	AYUSH Medical Officer	Member Secretary.
3.	Anganwadi Supervisor	Member.
4.	Shri Rohan Kavlekar (Prominent citizen)	Member.
5.	Shri Vishwas Sagaonkar (Civil Society Representative)	Member.
6.	Secretary Panchayat	Member.

1	2	3
7.	PWD Engineer of the jurisdiction	Member.
8.	Block Level ADEI	Member.
9.	PHN respective UHC, Mapusa	Member.
10.	Headmistress/Headmaster of Saraswat Vidhyalaya, Khorlim	Member.

**The terms of reference of the said Committee shall be as under:**

1. Meetings of the Executive Committee shall be convened by the Member Secretary by giving clear seven days notice in writing along with the agenda specifying the business to be transacted, the date, time and value of the meeting.
2. The Executive Committee will meet atleast once in two months.
3. The quorum will be 50% members. The presence of the Chairman will be essential.
4. Executive Committee will implement the decisions taken by the Governing Body and will function within its powers.
5. The minutes of the Executive Committee meeting will also be communicated to the members of Governing Body.
6. Executive Committee can delegate some of its financial powers to the Member Secretary.

By order and in the name of the Governor of Goa.

*Maria Seomara Desouza*, Under Secretary (Health-II).

Porvorim, 8th September, 2017.

**Department of Public Works**

Office of the Principal Chief Engineer

**Order**

No. 70/35/2017/PCE-PWD-ADM(II)/115

Government is pleased to transfer Shri P. B. Sheldarkar, Superintending Engineer, Circle Office V (PHE), PWD, Altinho, Panaji and post him as Managing Director in the equivalent rank of Chief Engineer, Group 'A' Gazetted in the Pay Band 4 Rs. 37,400-67,000 + G.P. Rs. 10,000/- with

immediate effect on deputation in Sewerage & Infrastructural Development Corporation of Goa Ltd. He stands relieved of his duties in this Department with effect from 30-09-2017 a. n.

The deputation of the aforesaid Officer is initially for a period of one year and shall be governed by the terms and conditions contained in O. M. No. 13/4/74/PER dated 12-2-1999 of the Department of Personnel, Government of Goa, Secretariat, Panaji as amended from time to time.

Shri Ulhas R. Kerkar, Superintending Engineer, Circle Office I (Bldgs.), PWD, Altinho, Panaji shall hold the additional charge of the post of Superintending Engineer, Circle Office V (PHE), PWD, Altinho, Panaji, in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

*Uttam P. Parsekar*, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 29th September, 2017.

#### Order

No. 69/36/2017/PCE-PWD-ADM(II)/116

Government is pleased to transfer Shri Deelip M. Dhavalikar, Executive Engineer, Division III (PHE), PWD, St. Inez, Panaji and post him as Chief General Manager in the equivalent rank of Superintending Engineer, Group 'A' Gazetted in the Pay Band 3 Rs. 15,600-39,100 + G. P. Rs. 7,600/- with immediate effect on deputation in Sewerage & Infrastructural Development Corporation of Goa Ltd. He stands relieved of his duties in this Department with effect from 30-09-2017 a.n.

The deputation of the aforesaid Officer is initially for a period of one year and shall be governed by the terms and conditions contained in O. M. No. 13/4/74/PER dated 12-2-1999 of the Department of Personnel, Government of Goa, Secretariat, Panaji as amended from time to time.

He shall hold the additional charge of the post of Executive Engineer, Division III (PHE), PWD, St. Inez, Panaji, in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

*Uttam P. Parsekar*, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 29th September, 2017.

## Department of Transport

### Directorate of Transport

#### Order

No. D.Tpt/EST/2608/2017/3716

Read: Order No. D.Tpt/EST/2608/2017/3088 dated 08-09-2017.

In supersession to above Order, Government is pleased to re-constitute following Tender Committee for procurement of Interceptor & Road Safety Equipments, under the Chairmanship of Shri P. S. Reddy, Secretary (Administrative Reforms) and comprising of the following officials:

1. Superintendent of Police (Traffic), Police Department, Panaji.
2. Under Secretary (Finance-Exp.), Secretariat, Porvorim-Goa.
3. Executive Engineer, PWD, Altinho, Panaji.
4. Director of Transport, Directorate of Transport, Panaji.
5. Dy. Director of Transport (N), Directorate of Transport, Panaji.

The following shall be the role and responsibility of the Committee:

- a. To finalize all tender terms, conditions, eligibility criteria, RFP document and the specifications of the items to be procured.
- b. To conduct tendering process in e-tender mode and to decide on last date for application, submission, bid opening, issue of corrigendum if any etc.
- To conduct pre bid conference and finalize the responses to the queries of the bidders.
- c. To recommend acceptance of successful bidder to the Government for approval.
- d. To take any further steps to successfully conduct the bidding process.

This is issued with the approval of the Hon'ble Chief Minister vide their O.M. No. 7253/F dated 18-09-2017.

By order and in the name of the Governor of Goa.

*Nikhil Desai*, Director & ex officio Addl. Secretary (Transport).

Panaji, 4th October, 2017.

## Department of Tribal Welfare

Directorate of Tribal Welfare

—  
Order

No. 1-227-2017-18/ADMN/DTW/5095

Directorate of Tribal Welfare was carved out from the Directorate of Social Welfare as an independent Department vide Notification No. 23/1/87-GA & C (Vol.1) dated 29-01-2010.

Directorate of Tribal Welfare functioning from Head Office at 5th floor, Shrama Shakti Bhavan, Patto, Panaji-Goa having jurisdiction of entire State.

The major Tribal population has been spread out in South Goa District predominantly in Talukas of Canacona, Sanguem, Quepem, Dharbandora, Ponda in South Goa and Satari in North Goa District.

Due to continuous demand of Tribal population in South Goa to have a branch office of Dy. Director

of Tribal Welfare for their convenience and better governance, the Government has decided to set up office of the Dy. Director of Tribal Welfare in South Goa at 2nd floor, A-wing Old Collectorate Bldg., Margao-Goa.

The Government has also accorded approval and declared the jurisdiction of South Goa District as jurisdiction of office of the Dy. Director of Tribal Welfare, Margao. The office of the Dy. Director of Tribal Welfare will be headed by officer in the rank of Dy. Director of Tribal Welfare having powers as mentioned in the schemes notified, General Administrative powers as per designation and powers delegated by the Government from time to time.

This issue is with the approval of the Government.

By order and in the name of the Governor of Goa.

*Venancio Furtado*, Director (Tribal Welfare).

Panaji, 3rd October, 2017.

[www.goaprintingpress.gov.in](http://www.goaprintingpress.gov.in)

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